

# Exhibit MM

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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **CAMLAN, INC., a California**  
19 **corporation; SALVADOR R.**  
20 **MARQUEZ, an individual;**  
21 **RANDALL PINA, an individual;**  
22 **and AMALIA M. BROOKS, an**  
23 **individual; and on behalf of all**  
24 **others similarly situated,**

25 **Plaintiffs,**

26 **v.**

27 **GENERAL MOTORS LLC, a**  
28 **corporation,**

29 **Defendant.**

30 **CASE NO. SACV14-00535 JLS (ANx)**

31 **CLASS ACTION COMPLAINT FOR:**

- 32 1) **BUS. & PROF. CODE § 17200**  
*et seq.*
- 33 2) **BUS. & PROF. CODE § 17500**  
*et seq.*
- 34 3) **CIVIL CODE § 1750 *et seq.***
- 35 4) **BREACH OF IMPLIED**  
**WARRANTY**
- 36 5) **BREACH OF EXPRESS**  
**WARRANTY**
- 37 6) **UNJUST ENRICHMENT**
- 38 7) **FRAUDULENT**  
**CONCEALMENT**
- 39 8) **NEGLIGENCE**

40 **JURY TRIAL DEMANDED**

41 **CLERK U.S. DISTRICT COURT**  
42 **CENTRAL DISTRICT OF CALIFORNIA,**  
43 **SAN FRANCISCO**

44 **AM**

45 **2014 APR - 7 AM 11:24**

46 **FILED**

47 **CLASS ACTION COMPLAINT**

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1 Plaintiffs Camlan, Inc., a California corporation, Salvador R. Marquez,  
2 Randall Pina, and Amalia M. Brooks, (“Plaintiffs”), individually and on behalf of  
3 the Class described below, bring this action for damages and injunctive relief  
4 pursuant to California’s Unfair Business Practices Act, Cal. Bus. & Prof. Code §§  
5 17200, *et seq.*; the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et  
seq.*; California’s Legal Remedy Act, Cal. Civil Code §§ 1750, *et seq.*; and for  
6 violations of California common law against Defendant General Motors LLC  
7 (“GM”). Plaintiffs complain and allege upon information and belief based, *inter  
alia*, upon investigation conducted by Plaintiffs and Plaintiffs’ counsel, except as  
8 to those allegations pertaining to Plaintiffs personally, which are alleged upon  
9 personal knowledge:

10 **I. INTRODUCTION**

11 1. In the last fifteen years, GM has designed, manufactured, promoted,  
12 marketed, and sold defective vehicles that pose known and significant dangers to  
13 unsuspecting drivers, passengers, motorists, and pedestrians. GM allowed these  
14 dangers to persist without taking adequate measures to eliminate the dangers or to  
15 notify the government or public of the design defects. By doing so, GM  
16 jeopardized public safety and fostered a corporate culture of complete disregard to  
17 the safety concerns of its customers.

18 2. As far back as 2001, GM learned that vehicles designed,  
19 manufactured, promoted, and sold by GM contained defective ignition switches  
(the “Defective Vehicles”). However, GM took no action to remedy, mitigate,  
20 and/or minimize the danger inherent in this faulty system to motorists, passengers,  
21 or pedestrians. Instead of making an effort to repair these known defects, GM hid  
22 this information. These issues have been known to GM since 2001 and have  
23 caused at least thirteen (13) deaths and thirty-one (31) crashes. By ignoring safety  
24 concerns, GM suppressed the dangers of defective ignition switches from the  
25  
26  
27  
28

1 public and the government and continued to design, manufacture, promote, and sell  
2 vehicles with defective ignition switches.

3       3. The ignition switch in the Defective Vehicles has several common  
4 switch points, including “RUN” or “ON,” “OFF,” and “ACC” or “accessory.”  
5 When the ignition switch is in the “RUN” position, the vehicle’s motor engine is  
6 running and the electrical systems have been activated. When the ignition switch  
7 is in the “ACC” position, the motor is turned off but electrical power is activated,  
8 generally only supplying electricity to the vehicle’s entertainment system. When  
9 the ignition is in the “OFF” position, both the engine and electrical systems are  
10 turned off. In most vehicles, a driver must intentionally turn the key in the  
11 ignition switch to move to each position.

12       4. Because of the defects in the design, manufacture, and/or assembly,  
13 the ignition switches installed in the Defective Vehicles are loose and improperly  
14 positioned, making the switches susceptible to failure during normal and expected  
15 conditions. Due to its defective design and improper position, the ignition switch  
16 can unexpectedly and suddenly move from the “ON” or “RUN” position to the  
17 “OFF” or “ACC” position (the “Ignition Switch Defect”). When this ignition  
18 switch failure occurs, the motor engine and certain electrical components, such as  
19 power-assisted steering, anti-lock brakes, and airbags, are abruptly turned off.

20       5. The Ignition Switch Defect can occur at any time during normal and  
21 proper operation of the Defective Vehicles, making driving a game of Russian  
22 roulette. The ignition can suddenly switch to “OFF” while the Defective Vehicle  
23 is moving at high speeds, such as 65 mph on the freeway, leaving the driver  
24 unable to control the vehicle, compromising the safety airbag system, and  
25 endangering the vehicle occupants, other motorists, and pedestrians.

26       6. Although it knew of the Ignition Switch Defect, GM designed,  
27 manufactured, promoted, and sold over **2.6 million** Defective Vehicles, including  
28 the following models:

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## CLASS ACTION COMPLAINT

- 1           • 2005-2011 Chevrolet Cobalt;
- 2           • 2006-2011 Chevrolet HHR;
- 3           • 2006-2011 Pontiac Solstice;
- 4           • 2003-2007 Saturn Ion;
- 5           • 2007-2011 Saturn Sky; and
- 6           • 2005-2011 Pontiac G5.

7           7. More egregious than the technical failures, however, was the fact that  
8 GM senior management kept those failures secret for years. In 2013, a GM Senior  
9 Manager identified eighty (80) customer complaints that Chevrolet Cobalts had  
10 unexpectedly stopped or stalled since 2005. Despite numerous customer  
11 complaints, GM disregarded, ignored, hid, and disparaged the safety risks that the  
12 Defective Vehicles presented to the unsuspecting public. As a result of GM's  
13 actions, millions of lives were put at risk.

14           8. On April 1, 2014, GM Chief Executive Officer Mary Barra testified  
15 before the House Oversight and Investigations Subcommittee and called GM's  
16 slow response to at least 13 deaths linked to faulty ignition switches  
17 "unacceptable." However, Ms. Barra was unable to give U.S. lawmakers any  
18 answers as to why GM continued to sell Defective Vehicles.

19           9. During the April 2014 testimony, GM admitted that the cost to rectify  
20 the Ignition Switch Defect and to eliminate the significant risk created by the  
21 defect was a mere **\$0.57 per Defective Vehicle**. When questioned why GM did  
22 not spend the money to fix the Ignition Switch Defect, Ms. Barra stated that GM  
23 "had more of a cost culture" rather than a customer safety culture.

24           10. In order to save 57 cents per Defective Vehicle, GM turned a blind  
25 eye to the defects. GM waited nearly a decade to recall 2.6 million of the  
26 Defective Vehicles over the Ignition Switch Defect, knowing full well that a  
27 jarring of or too much weight on the ignition key could cause the switch to move

28

1 from the “ON” to the “ACC” position, thereby cutting power to air bags, steering,  
2 and brakes.

3 11. GM’s disclosures and depositions leading to the recall suggest a  
4 cultural landscape during the prior decade where employees worked in silos,  
5 isolated from other departments and critical information. GM’s Chief Executive  
6 Officer Mary Barra told Congress that people in one part of GM “didn’t recognize  
7 information that would be valuable in another part of the company.”

8 12. GM’s misconduct has endangered drivers, passengers, motorists, and  
9 pedestrians. GM claims that “[s]afety will always be a priority at GM. We  
10 continue to emphasize our safety-first culture in our facilities, and as we grow our  
11 business in new markets. Our safety philosophy is at the heart of the development  
12 of each vehicle. In addition to safety, delivering the highest quality vehicles is a  
13 major cornerstone of our promise to our customers.” GM violated this principle  
14 by jeopardizing the lives and safety of millions of Americans when it sold  
15 defective automobiles to consumers for many years. The extent of the defects is  
16 still being discovered.

17 **II. JURISDICTION AND VENUE**

18 13. This Court has subject matter jurisdiction under 28 U.S.C. § 1332  
19 (d)(2) (the “Class Action Fairness Act”) because the amount in controversy  
20 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and  
21 members of the proposed Class are citizens of a state different than that of  
22 Defendant.

23 14. This Court has personal jurisdiction over Defendant and venue is  
24 proper because a substantial portion of the wrongdoing alleged in this Complaint  
25 took place in this State and Defendant is authorized to do business here and  
26 conducts business here. Defendant has sufficient minimum contacts with this  
27 State, because Defendant intentionally availed itself of markets in this State by  
28 promoting, marketing, and selling of its products and services in this State,

1 including the Defective Vehicles, to render the exercise of jurisdiction by this  
2 Court permissible under traditional notions of fair play and substantial justice.

3 15. In particular, Defendant marketed, advertised, and sold automotive  
4 vehicles in this State. The advertisements and other wrongful business practices at  
5 issue in this litigation were, at least in part, directed at this State, rendering the  
6 exercise of jurisdiction by this Court permissible.

7 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)  
8 because the injury was suffered in this District and because a substantial part of  
9 the events or omissions giving rise to Plaintiffs' claims occurred in this District.

10 17. This case should be assigned to the Central District of California since  
11 there are more GM dealerships, more Defective Vehicles, more GM owners and  
12 lessors, more consumers harmed, and more recall letters in California than any  
13 other state. In addition, GM's headquarters for its Western Region is in Thousand  
14 Oaks, Ventura County, within the Central District of California. The vast  
15 majority of the sales and inventory of GM in the United States go through the  
16 Southern California regional headquarters, which directs wholesale sales, service,  
17 and parts teams working with dealers in Washington, Oregon, California, Arizona,  
18 New Mexico, Nevada, Utah, Colorado, Wyoming, Montana, Idaho, Alaska, and  
19 Hawaii. Venue in the Central District of California is therefore the most  
20 appropriate venue for this case. This Court has diversity jurisdiction over this  
21 action under 28 U.S.C. §§ 1332(a) and (d) because the amount in controversy for  
22 the Class exceeds \$5,000,000, and Plaintiffs and other Class members are citizens  
23 of a different state than Defendant.

24 **III. PARTIES**

25 **A. PLAINTIFFS**

26 18. Plaintiff **CAMLAN, INC.** is a California corporation, located at 2977  
27 Ygnacio Valley Rd., #446, Walnut Creek, California. Scott Lane is the President  
28 of Camlan, Inc.

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**CLASS ACTION COMPLAINT**

1           19. On April 16, 2009, Camlan, Inc. purchased a 2007 Chevrolet HHR,  
2 one of the cars recently identified by GM as a Defective Vehicle. On February  
3 21, 2012, an employee of Camlan, Inc. was the victim of an auto accident while  
4 driving the 2007 Chevrolet HHR. The employee was proceeding along Marsh  
5 Creek Rd. in Clayton, CA, when another vehicle came around the bend, crossed  
6 over the yellow line and, as a result, the 2007 Chevrolet HHR was in a collision.  
7 During the course of the collision, the engine of the 2007 Chevrolet HHR  
8 immediately shut off and the air bags did not deploy. The employee of Camlan,  
9 Inc. was injured in the accident. The 2007 Chevrolet HHR was seriously  
10 damaged and had to be sold for salvage. As a result, Plaintiff not only overspent  
11 on a lower quality product, but also acquired a vehicle that posed an undisclosed  
12 risk to the health and safety of Plaintiff. One of GM's main selling points has  
13 been the efficiency, cost effectiveness, and safety of its vehicles. Plaintiff's  
14 purchase was based, in significant part, on these representations and assertions by  
15 GM. GM failed to disclose that most of its models over the last few years have  
16 contained defective ignition switches that pose a serious risk of injury and death to  
17 the driver and occupants, as well as other motorists and pedestrians on the road. If  
18 GM had disclosed the nature and extent of its problems, Plaintiff would not have  
19 purchased a vehicle from GM, or would not have purchased that the vehicle for  
20 the price paid.

21           20. On March 23, 2010, Camlan, Inc. purchased a 2008 Chevrolet HHR,  
22 one of the cars recently identified by GM as a Defective Vehicle. Since the  
23 purchase of that 2008 Chevrolet HHR, employees of Camlan, Inc. have had  
24 numerous problems with the ignition. In particular, it is difficult to turn the  
25 ignition switch into the "ON" position, as the ignition often locks up and refuses  
26 to turn.

27           21. Plaintiff **SALVADOR R. MARQUEZ** resides in Salinas, CA.  
28

1           22. On or about August 7, 2013, Mr. Marquez purchased a 2006  
2 Chevrolet HHR, which he still owns. Plaintiff's 2006 Chevrolet HHR is one of  
3 the cars recently identified by GM as a Defective Vehicle. Plaintiff not only  
4 overspent on a lower quality product, but also acquired a vehicle that posed an  
5 undisclosed risk to the health and safety of Plaintiff. One of GM's main selling  
6 points has been the efficiency, cost effectiveness, and safety of its vehicles.  
7 Plaintiff's purchase was based, in significant part, on these representations and  
8 assertions by GM. GM failed to disclose that most of its models over the last few  
9 years have contained defective ignition switches that pose a serious risk of injury  
10 and death to the driver and occupants, as well as other motorists and pedestrians  
11 on the road. If GM had disclosed the nature and extent of its problems, Plaintiff  
12 would not have purchased a GM vehicle, or would not have purchased the vehicle  
13 for the price paid.

14           23. Plaintiff **RANDALL PINA** resides in Soledad, CA.

15           24. In April 2011, Mr. Pina purchased a 2011 Chevrolet HHR in Fresno,  
16 CA. Pina still owns the 2011 Chevrolet HHR. Plaintiff's vehicle is one of the  
17 cars recently identified by GM as a Defective Vehicle. Plaintiff not only  
18 overspent on a lower quality product, but also acquired a vehicle that posed an  
19 undisclosed risk to the health and safety of Plaintiff. One of GM's main selling  
20 points has been the efficiency, cost effectiveness, and safety of its vehicles.  
21 Plaintiff's purchase was based, in significant part, on these representations and  
22 assertions by GM. GM failed to disclose that most of its models over the last few  
23 years have contained defective ignition switches that pose a serious risk of injury  
24 and death to the driver and occupants, as well as other motorists and pedestrians  
25 on the road. If GM had disclosed the nature and extent of its problems, Plaintiff  
26 would not have purchased a vehicle from GM, or would not have purchased that  
27 the vehicle for the price paid.

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1           25. Plaintiff **AMALIA M. BROOKS** resides in Los Banos, CA.  
2           26. In December 2007, Ms. Brooks purchased a 2006 Chevrolet HHR in  
3           Boise, ID. Plaintiff still owns the HHR. Plaintiff's vehicle is one of the cars  
4           recently identified by GM as a Defective Vehicle. Plaintiff not only overspent on  
5           a lower quality product, but also acquired a vehicle that posed an undisclosed risk  
6           to the health and safety of Plaintiff. One of GM's main selling points has been the  
7           efficiency, cost effectiveness, and safety of its vehicles. Plaintiff's purchase was  
8           based, in significant part, on these representations and assertions by GM. GM  
9           failed to disclose that most of its models over the last few years have contained  
10           defective ignition switches that pose a serious risk of injury and death to the driver  
11           and occupants, as well as other motorists and pedestrians on the road. If GM had  
12           disclosed the nature and extent of its problems, Plaintiff would not have purchased  
13           a vehicle from GM, or would not have purchased the vehicle for the price paid.

14           **B. DEFENDANT**

15           27. Defendant **GENERAL MOTORS LLC** ("GM") is a limited liability  
16           company formed under the laws of Delaware with its principal place of business  
17           located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in  
18           2009. On July 10, 2009, GM acquired substantially all assets and assumed certain  
19           liabilities of General Motors Corporation ("GM Corporation") through a Section  
20           363 sale under Chapter 11 of the U.S. Bankruptcy Code.

21           28. Because GM acquired and operated GM Corporation and ran it as a  
22           continuing business enterprise, and because GM was aware from its inception of  
23           the ignition switch defects in the Defective Vehicles, GM is liable through  
24           successor liability for the deceptive and unfair acts and omissions of GM  
25           Corporation, as alleged in this Complaint.

26 **IV. CLASS ACTION ALLEGATIONS**

27           29. This action is brought by Plaintiffs, individually and on behalf of all  
28           others similarly situated, pursuant to California's Unfair Competition Law and

1 False Advertising Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and 17500, *et*  
2 *seq.*, and for violations of California common law. Plaintiffs bring this action  
3 pursuant to Federal Rule of Civil Procedure 23, on behalf of Plaintiffs and others  
4 similarly situated. The Class is defined as followed:

5 **All persons in the United States who currently own or lease one or**  
6 **more of the following GM vehicles: (a) 2005-2011 Chevrolet**  
7 **Cobalt; (b) 2006-2011 Chevrolet HHR; (c) 2006-2011 Pontiac**  
8 **Solstice; (d) 2003-2010 Saturn Ion; (e) 2007-2011 Saturn Sky; or**  
9 **(f) 2005-2011 Pontiac G5. To the extent warranted, this list will**  
10 **be supplemented to include other GM vehicles that have the**  
11 **defective ignition switches. Excluded from the Class are**  
12 **Defendant herein and its legal representatives, parents, affiliates,**  
13 **heirs, successors, assigns, and any other person who engaged in**  
14 **the improper conduct described herein (the “Excluded Persons”).**

15 30. Plaintiffs seek to recover damages for Plaintiffs and the Class under  
16 the Unfair Business Practices Act, Business & Professions Code §§ 17200, *et*  
17 *seq.*; False Advertising Law, Business & Professions Code §§ 17500, *et seq.*,  
18 Civil Code §§ 1750, *et seq.* and for violations of California common law.  
19 Plaintiffs also seek an injunction prohibiting Defendant from continuing to engage  
20 in the practices described herein.

21 **A. NUMEROUSITY OF THE CLASS**

22 31. The Class is so numerous that joinder of all members is impracticable.  
23 While the exact number of Class members is unknown at this time, Plaintiffs are  
24 informed and believe that the number of individuals who have purchased  
25 Defective Vehicles in the last ten years in the United States alone is over two  
26 million (2,000,000) people.

27

28

1                   **B. EXISTENCE AND PREDOMINANCE OF COMMON**  
2                   **QUESTIONS OF LAW AND FACT**

3                   32. Common questions of law and fact exist as to all Class members and  
4                   predominate over questions affecting only individual Class members. These  
5                   common questions include:

- 6                   a. Whether GM engaged in a deceptive and unlawful advertising and  
7                   marketing campaign by concealing serious defects in its vehicles;
- 8                   b. Whether and to the extent GM breached its express warranties  
9                   relating to the safety and quality of its vehicles;
- 10                  c. Whether and to the extent GM breached any implied warranties  
11                  relating to the safety and quality of its vehicles;
- 12                  d. Whether and to the extent GM engaged in unfair, false, misleading,  
13                  or deceptive acts or practices regarding its marketing and sale of its  
14                  vehicles;
- 15                  e. Whether the conduct complained of herein constitutes deceptive  
16                  and misleading advertising in violation of Business & Professions  
17                  Code section 17200, *et seq.*;
- 18                  f. Whether the conduct complained of herein constitutes an unfair,  
19                  illegal, and/or fraudulent business practice, in violation of Business  
20                  & Professions Code section 17500, *et seq.*;
- 21                  g. Whether GM has been unjustly enriched as a result of the conduct  
22                  complained of herein;
- 23                  h. Whether GM's conduct complained of herein is intentional and  
24                  knowing; and
- 25                  i. Whether Plaintiffs and members of the Class are entitled to  
26                  damages, restitution, disgorgement of profits, declaratory relief,  
27                  punitive damages, and/or injunctive relief, as a result of GM's  
28                  conduct complained of herein.

1                   **C. TYPICALITY**

2                   33. Plaintiffs' claims are typical of the claims of other members of the  
3 Class in that Plaintiffs and other Class members received the same standardized  
4 misrepresentations, warranties, and nondisclosures about the safety and quality of  
5 GM's vehicles. GM's misrepresentations were made pursuant to a standardized  
6 policy and procedure implemented by GM. Plaintiffs are members of the Class  
7 that Plaintiffs seek to represent and have suffered harm due to the unfair,  
8 deceptive, unreasonable, and unlawful practices of GM.

9                   **D. ADEQUACY OF REPRESENTATION**

10                  34. Plaintiffs will fairly and adequately represent the interests of the  
11 Class. Plaintiffs' interests are coincident with, and not antagonistic to, those of the  
12 Class that Plaintiffs seek to represent. Plaintiffs are represented by experienced  
13 and able attorneys, who intend to prosecute this action vigorously for the benefit  
14 of Plaintiffs and all Class members. Plaintiffs and Plaintiffs' counsel will fairly  
15 and adequately protect the interests of the Class members.

16                  **E. PROPER MAINTENANCE OF CLASS**

17                  35. Defendant has acted or refused to act, with respect to some or all  
18 issues presented in this Complaint, on grounds generally applicable to the Class,  
19 thereby making it appropriate to provide relief with respect to the Class as a  
20 whole.

21                  **F. SUPERIORITY**

22                  36. A class action is the best available method for the efficient  
23 adjudication of this litigation because individual litigation of Class members'  
24 claims would be impracticable and unduly burdensome to the courts, and have the  
25 potential to result in inconsistent or contradictory judgments. There are no  
26 unusual difficulties likely to be encountered in the management of this litigation  
27 as a class action. A class action presents fewer management problems and

1 provides the benefits of single adjudication, economies of scale, and  
2 comprehensive supervision by a single court.

3 **V. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

4 37. Ignoring known defects, GM suppressed the dangers of defective  
5 ignition switches from the public and the government and continued to design,  
6 manufacture, promote, and sell the Defective Vehicles, risking public safety to  
7 increase corporate profits.

8 **A. MODELS RECALLED**

9 38. The ignition-switch recall covers more than 2.5 million cars. At this  
10 time, GM has issued recalls for the following models:

11 **February 13, 2014 and February 25, 2014:**

12 • 2005 – 2007 Chevrolet Cobalt;  
13 • 2005 – 2007 Pontiac G5;  
14 • 2003 – 2007 Saturn Ion;  
15 • 2006 – 2007 Chevrolet HHR;  
16 • 2006 – 2007 Pontiac Solstice; and  
17 • 2007 Saturn Sky.

18 **March 28, 2014:**

19 • 2008 - 2011 Pontiac Solstice;  
20 • 2008 - 2011 Pontiac G5;  
21 • 2008 - 2011 Saturn Sky;  
22 • 2008 - 2011 Chevrolet Cobalt; and  
23 • 2008 - 2011 Chevrolet HHR.

24 **B. GM'S IGNITION SWITCH DEFECT TIMELINE**

25 39. Since 2001, GM has known that the vehicles it designed,  
26 manufactured, promoted, marketed, and sold contained the Ignition Switch  
27 Defect. For over thirteen years, GM dismissed, ignored, concealed, and  
28

1 disparaged these defects, selling over 2.6 million Defective Vehicles containing  
2 the Ignition Switch Defect.

3       40. **2001**: GM determined a defect exists on the key system during pre-  
4 production testing of the Saturn Ion. A pre-production report for the 2003 Saturn  
5 Ion identified “two causes of failure” with the ignition switch: “[l]ow contact  
6 force and low detent plunger force.”

7       41. **2002**: In February 2002, Delphi Automotive Systems, GM’s supplier,  
8 informed GM in a Production Part Approval Process document that the ignition  
9 switch did not meet GM’s specifications. Despite the warning, GM still approved  
10 the ignition switch design.

11       42. **2003**: A service technician reported to GM that a Saturn Ion stalled  
12 while driving, and that the weight of the owner’s keys had worn down the ignition  
13 switch.

14       43. **2004**: During the time of the release of the 2005 Chevrolet Cobalt,  
15 GM learned of an incident in which a 2005 Chevrolet Cobalt lost engine power  
16 because the key moved out of the “RUN” position when the driver inadvertently  
17 contacted the key or steering column.

18       44. GM employees were able to replicate the issue during test drives. An  
19 engineering inquiry, known within GM as a Problem Resolution Tracking System  
20 (PRTS), was opened to investigate the complaint that the “vehicle can be keyed  
21 off with knee while driving.” Engineers believed that the low key cylinder torque  
22 effort was an issue and considered a number of potential solutions. After GM  
23 considered the time required, cost, and effectiveness of each of these solutions, the  
24 PRTS was closed with no action.

25       45. **2005**: GM engineers met to consider making changes to the ignition  
26 switch after receiving new field reports of Chevrolet Cobalts losing engine power.  
27 The proposal was initially approved but was later cancelled. In dismissing the  
28 proposed changes, a GM ignition switch engineer stated that the switch is “very

1 fragile and doing any further changes will lead to mechanical and/or electrical  
2 problems.” The approved proposal was canceled because “lead-time for all  
3 solutions is too long,” “tooling cost and piece price are too high,” and “[n]one of  
4 the solutions seems to fully countermeasure the possibility of the key being turned  
5 (ignition turned off) during driving.”

6 46. After another complaint of the vehicle turning off while driving, a  
7 GM engineer advised the Company to redesign its key head, but the proposal was  
8 ultimately rejected. GM posted a \$1.1 billion first quarter loss, blaming it on  
9 union overhead and high gas prices harming SUV sales.

10 47. In July 29, 2005, Amber Marie Rose, 16, died in a frontal crash in her  
11 2005 Chevrolet Cobalt in Maryland. Contractors hired by the National Highway  
12 Traffic Safety Administration (“NHTSA”) found that the Chevrolet Cobalt’s  
13 ignition had moved out of the “RUN” position and into the “ACC” position,  
14 which cut off power to power steering the air bags.

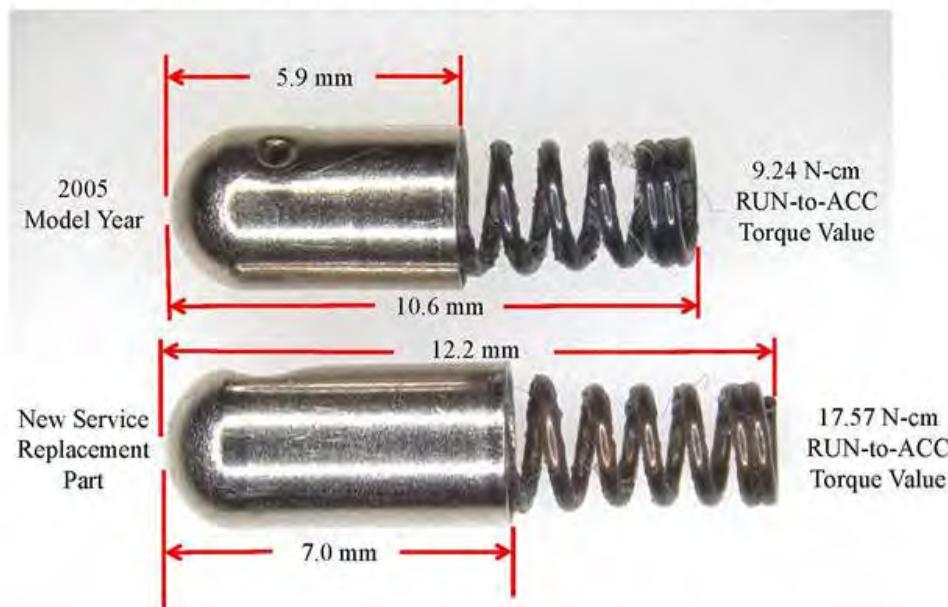
15 **C. GM’S LEGAL STAFF OPENS A FILE ON THE CRASH**

16 48. In December 2005, GM issued an Information Service Bulletin  
17 entitled “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical  
18 System and No DTCs,” which applied to 2005-06 Chevrolet Cobalts, 2006  
19 Chevrolet HHR, 2005-06 Pontiac Pursuits (Canada only), 2006 Pontiac Solstice,  
20 and 2003-06 Saturn Ions which all had the same ignition switch. The Service  
21 Bulletin informed dealers that “there is a potential for the driver to inadvertently  
22 turn off the ignition due to low ignition key cylinder torque/effort”; and “the  
23 customer should be advised of this potential and should take steps to prevent it,  
24 such as removing unessential items from their key chain.”

25 49. 2006: On April 26, 2006, the GM design engineer responsible for the  
26 Cobalt’s ignition switch signed a document approving changes to the ignition  
27 switch proposed by the supplier, Delphi. The approved changes included, among  
other things the use of a new detent plunger and spring that increased torque force

in the ignition switch. The new design was implemented into cars from the 2007 model and later.

## Exemplar Chevrolet Cobalt Switch Detent Plungers



50. On October 24, 2006, seventeen-year-old Wisconsin resident Megan Phillips was driving her 2005 Chevrolet Cobalt with two passengers, eighteen-year-old Natasha Weigel and fifteen-year-old Amy Rademaker. According to a police report, the Cobalt left the road and struck a telephone junction box and two trees while traveling 48 miles per hour. The police report stated that shortly after the vehicle left the roadway and before the collision, the ignition switch was turned from the “RUN” position to the “ACC” position. Ms. Phillips and her two passengers were not wearing seat belts. A subsequent investigation by the Wisconsin State Police found the air bags did not deploy. As a result of the collision, the two passengers were tragically killed while Ms. Phillips, now twenty-four years old, was critically injured and suffered permanent and severe brain damage.

51. In October 2006, GM updated its December 2005 Service Bulletin to include additional models and years, including the 2007 Saturn Ion and Sky, 2007

1 Chevrolet HHR, and 2007 Pontiac Solstice. GM also provided key inserts to  
2 approximately 475 customers who brought their vehicle in to the dealer for  
3 service.

4 52. 2007: On March 29, 2007, GM employees met with NHTSA  
5 representatives in Washington, D.C. to discuss occupant restraint systems. During  
6 the meeting, NHTSA informed GM employees of the 2005 fatal crash of Amber  
7 Marie Rose. GM investigative engineers began tracking frontal impact crashes  
8 that involved Chevrolet Cobalts and airbags that did not deploy to identify similar  
9 characteristics in the crashes. By the end of 2007, GM found ten (10) such  
10 incidents, sensing and diagnostic module (SDM) data was available for nine (9) of  
11 the ten (10) crashes, and that data showed that the ignition was in the “RUN”  
12 position in five (5) of the crashes and in the “ACC” position in four (4) of the  
13 crashes.

14 53. A 2007 report by Indiana University of the October 2005 crash  
15 revealed that contact with the ignition switch could result in “engine shut down  
16 and loss of power”

17 54. 2009: In February 2009, another PRTS was opened and resulted in  
18 the top of the key being changed from a “slot” design to “hole” design to reduce  
19 downward force. The new key design was implemented in 2010 Chevrolet Cobalt  
20 models – the last year the Cobalt was sold.



27 GM’s original key could accommodate multiple rings.  
28



7 GM's redesigned key could hold just one ring.  
8

9 55. In April 2009, a 2005 Chevrolet Cobalt crashed in Pennsylvania,  
10 killing the Cobalt driver and front-seat passenger where the airbags failed to  
11 deploy. The report from the investigation stated that the ignition was in the  
12 "accessory" position.

13 56. On June 12, 2009, 18-year-old Christopher Hamberg was killed — not  
14 quite a month after the critical May 15 meeting of GM engineers about the  
15 ignition data. Driving his 2007 Chevrolet Cobalt home before dawn in Houston,  
16 he lost control at 45 miles per hour and hit a curb, then a tree, according to the  
17 police report.

18 57. On Dec. 13, 2009, twenty-year-old Benjamin Hair crashed into a tree  
19 in Charlottesville, Va., while driving home in a Pontiac G5. As of that date, GM  
20 records indicate GM had conducted five (5) internal studies about the ignition  
21 problem. Though Mr. Hair used his seatbelt, he died after the vehicle's air bags  
22 failed to deploy. "The police couldn't tell us what caused the accident," said  
23 Brenda Hair, his mother. The Hairs contacted GM, providing accident reports but  
24 no vehicle data, because the car's black box had been destroyed. "They came  
25 back and said they'd presented it to their board of engineers, and they couldn't say  
26 it was related" to a defect, Ms. Hair said.

27 58. 2010: In January 2010, twenty-one-year-old Kelly Erin Ruddy burned  
28 to death in a car crash. Her mother, Mary Ruddy, said Kelly knew something was

1 wrong with her 2005 Chevy Cobalt. Three months after the crash, the car was  
2 recalled for a power steering problem. Mrs. Ruddy said GM “dismissed us.”

3 59. In February 2010, NHTSA again recommended a probe into problems  
4 with air bags in Chevrolet Cobalts, and the Office of Defects Investigation again  
5 decided that there is no correlation and dropped the matter.

6 60. In March 2010, Jennifer Brooke Melton of Georgia took her  
7 Chevrolet Cobalt in for service because the engine shut off while she was driving.  
8 Four days later, she died in a collision.

9 61. During depositions in their suit last year, the Meltons learned from  
10 GM engineers that the Company had been aware of potential problems with its  
11 ignition systems before Brooke purchased her car in 2005. The Meltons’ lawyers  
12 also found evidence that GM had altered the design of ignition switches after  
13 Brooke purchased her Cobalt, but had done so without either notifying federal  
14 regulators or car owners or changing the part number. The change, which  
15 apparently occurred in 2006, increased the size of the detent plunger and spring, a  
16 pair of parts that hold the ignition key in position – a change that an engineer hired  
17 by the lawyers said seemed intended to increase the “torque force” holding the  
18 key in place.

19 62. When deposed by Melton’s attorneys, GM engineer Ray DeGiorgio  
20 testified that he was lead engineer for the ignition switch. When asked if he had  
21 signed off on the change in the part, which was supplied by Delphi Mechatronics,  
22 Mr. DeGiorgio said he did not recall authorizing such a change. Yet according to  
23 a document obtained by NBC News, Mr. DeGiorgio signed off on a change to the  
24 ignition switches supplied by Delphi Mechatronics on April 26, 2006. The reason  
25 given for the change on the document was “to increase torque force in the switch.”

26 63. In March 2010, Amy Kosilla died in an accident after the air bags in  
27 her Chevrolet Cobalt failed to deploy. “We sent the paperwork for the car to them

1 and they said there's nothing to this," said Neil Kosilla. "They said we had  
2 nothing."

3       64. **2011:** GM launched a new investigation into 2005 – 2007 Chevrolet  
4 Cobalts and the 2007 Pontiac G5 to determine why the air bags did not deploy in  
5 crashes. According to GM, the results of the investigation were inconclusive.

6       65. In one of those cases, the company settled a lawsuit brought by the  
7 family of twenty-five-year-old Hasaya Chansuthus, who crashed her 2006  
8 Chevrolet Cobalt in Murfreesboro, Tennessee. After first resisting, the Company  
9 negotiated a deal even though Ms. Chansuthus's blood-alcohol level was more  
10 than twice the legal limit. Data from the black box — which records vehicle  
11 systems information — showed that the key was in the accessory or off position,  
12 according to court documents, and the air bags did not deploy.

13       66. **2012:** GM began to widen its investigation. However, once again  
14 GM closed the investigation without reaching a conclusion.

15       67. Also in 2012, GM identified four (4) crashes and four (4)  
16 corresponding fatalities (all involving 2004 Saturn Ions) along with six (6) other  
17 injuries from four (4) other crashes attributable to the Ignition Switch Defect.

18       68. **2013:** Mary Barra is named as the new CEO of General Motors.

19       69. In June 2013, a deposition by a Chevrolet Cobalt program engineer  
20 says the Company made a "business decision not to fix this problem," raising  
21 questions of whether GM consciously decided to launch the Cobalt despite  
22 knowing of the Ignition Switch Defect.

23       70. In the fall of 2013, months after an eighth internal study on the  
24 Ignition Switch Defect had been issued, GM moved to cut off the flow of  
25 damaging depositions related to one accident by settling the Melton wrongful-  
26 death suit.

27       71. When Lance Cooper, a lawyer for the Melton family, deposed Victor  
28 Hakim, a senior manager at GM, Mr. Cooper read more than 80 customer

1 complaints into the official record that were filed with GM beginning in 2005  
2 about Chevrolet Cobalts that had unexpectedly stopped and stalled. On  
3 September 13, 2013, GM settled the case. Under the terms of the settlement, the  
4 details are confidential.

5 72. That same month, lawyers representing GM wrote to the lawyer in  
6 another wrongful-death case demanding that the lawsuit be withdrawn. The family  
7 of Allen Ray Floyd had sued GM after Mr. Floyd lost control of a 2006 Chevrolet  
8 Cobalt in daylight near Loris, South Carolina. Two weeks earlier, his sister had  
9 lost control of the same vehicle on the same road; she had it towed. The Company  
10 contended the suit was “frivolous” because the accident occurred in July 3, 2009,  
11 a week before the Company’s bankruptcy agreement took effect, which meant  
12 GM was not liable for damages.

13 73. 2014: In January 2014, a GM committee approved a recall of some of  
14 the Defective Vehicles.

15 74. On January 31, 2014, Ms. Barra learned of the Ignition Switch Defect,  
16 according to GM.

17 75. On February 6, 2014, GM issued its 10-K to the Securities and  
18 Exchange Commission, which stated in part: “The costs and effect on our  
19 reputation of product recalls could materially adversely affect our business. From  
20 time to time we recall our products to address performance, compliance or safety-  
21 related issues. The costs we incur in connection with these recalls typically  
22 include the cost of the part being replaced and labor to remove and replace the  
23 defective part. In addition product recalls can harm our reputation and cause us to  
24 lose customers, particularly if those recalls cause consumers to question the safety  
25 or reliability of our products. Any costs incurred or lost sales caused by future  
26 product recalls could materially adversely affect our business. Conversely not  
27 issuing a recall or not issuing a recall on a timely basis can harm our reputation  
28 and cause us to lose customers for the same reasons as expressed above.”

1           76. The February 6, 2014 10-K for GM also included the following  
2 statements:

3           a.     “In the U.S. if a vehicle or vehicle equipment does not comply  
4 with a safety standard or if a vehicle defect creates an unreasonable safety  
5 risk the manufacturer is required to notify owners and provide a remedy.”

6           b.     “We are committed to leadership in vehicle design, quality,  
7 reliability, telematics and infotainment and safety....”

8           77. On February 7, 2014, GM notified NHTSA “that it determined that a  
9 defect, which relates to motor vehicle safety, exists in 619,122 cars.”

10          78. On February 13, 2014, GM recalled 780,000 compact cars, including  
11 Chevrolet Cobalts, Pontiac G5s, and Pontiac Pursuits (Canada only) from 2005-  
12 2007 models.

13          79. On February 25, 2014, GM expanded its recall to include Saturn Ions  
14 and three other vehicles, totaling 1.6 million vehicles worldwide.

15          80. On March 5, 2014, NHTSA demanded that GM turn over documents  
16 that related to ignition switch problems.

17          81. On March 10, 2014, a House subcommittee announced it will hold a  
18 hearing, eventually set for April 1, 2014. The Justice Department also announced  
19 it was conducting a criminal probe. Also, GM hired two law firms to investigate  
20 into the recall, with Anton “Tony” Valukas, who investigated Lehman Brothers  
21 after the firm’s 2008 Collapse, leading the internal probe.

22          82. On March 18, 2014, Ms. Barra issued an apology on behalf of GM  
23 and appointed a new global safety chief.

24          83. On March 28, 2014, GM expanded the small car recall to include  
25 971,000 vehicles from the 2008-2011 model years, which may have had the  
26 defective switches installed as replacement parts. To date, GM has recalled 2.6  
27 million vehicles.

1           84. On April 1-2, 2014, Ms. Barra and NHTSA acting chief David  
2 Friedman testified before the House Energy and Commerce Committee's  
3 Subcommittee on Oversight and Investigations.

4           85. On April 7, 2014, GM expects replacement switches to be available at  
5 dealerships. The Company said the repairs could take until October.

6           **D. GM'S "COMMITMENT TO SAFETY"**

7           86. GM claims that "[s]afety will always be a priority at GM. We  
8 continue to emphasize our safety-first culture in our facilities, and as we grow our  
9 business in new markets. Our safety philosophy is at the heart of the development  
10 of each vehicle. In addition to safety, delivering the highest quality vehicles is a  
11 major cornerstone of our promise to our customers." GM violated this principle  
12 by jeopardizing the lives and safety of millions of Americans when it sold  
13 defective automobiles to American consumers for many years.

14           87. Despite choosing corporate profits over safety, GM repeatedly touted  
15 safety as a huge priority to the Company as stated on their website below:

16  
17           **Innovation: Quality & Safety**

18           Add This 

19           A A [Print](#)

20           **GM's Commitment to Safety**

21           Quality and safety are at the top of the agenda at GM, as we work on technology  
22           improvements in crash avoidance and crashworthiness to augment the post-event  
23           benefits of OnStar, like advanced automatic crash notification.

24           Understanding what you want and need from your vehicle helps GM proactively  
25           design and test features that help keep you safe and enjoy the drive. Our engineers  
26           thoroughly test our vehicles for durability, comfort and noise minimization before you  
27           think about them. The same quality process ensures our safety technology  
28           performs when you need it.

1                   **E. OVERSIGHT AND INVESTIGATIONS SUBCOMMITTEE**  
2                   **HEARING ON APRIL 1, 2014**

3                   88. General Motors Chief Executive Officer Mary Barra went before the  
4                   Oversight and Investigations Subcommittee on April 1, 2014 and called GM's  
5                   slow response to at least 13 deaths linked to faulty ignition switches  
6                   "unacceptable," but was unable to give U.S. lawmakers any answers as to what  
7                   went wrong based on GM's internal investigation. **GM management was**  
8                   **slammed at the hearing when members of Congress claimed that people died**  
9                   **because GM failed to fix what amounted to a 57-cent problem.** Rep. Diana  
10                  DeGette, D-Colo, said, "We know GM made a series of terrible decisions, and we  
11                  know that this tragedy has exposed significant gaps in federal law that allowed  
12                  them to do so."

13                  89. GM first learned of the problem with its ignition switches on  
14                  Chevrolet Cobalts, Saturn Ions, and other models in 2001, according to  
15                  documents, but no action was taken until February 2014. Lawmakers inquired  
16                  how GM could have missed or ignored so many red flags that faulty ignition  
17                  switches could unexpectedly turn off engines during operation and leave airbags,  
18                  power steering, and power brakes inoperable. Ms. Barra could not give a clear  
19                  and concise answer and could only say that GM was now doing a better job of  
20                  overseeing the quality of its products.

21                  90. David Friedman on behalf of The National Highway Traffic Safety  
22                  Administration ("NHTSA") also went before the House Committee on Energy and  
23                  Commerce Subcommittee on Oversight and Investigations. Mr. Friedman said  
24                  that NHTSA is pursuing an investigation of whether GM met its timeliness  
25                  responsibilities to report and address the defect under Federal law – an  
26                  investigation that will end with holding GM accountable if it failed in those  
27                  responsibilities. According to Mr. Friedman's statement, "NHTSA is working to  
28                  ensure that GM has accounted for the full scope of vehicles that may be covered

1 by the recall, is ensuring that consumers receive the needed remedy as soon as  
2 possible, and is providing consumers information and resources essential to keep  
3 them safe until the vehicles can be fixed.”

4 91. GM first provided NHTSA with a chronology of events on February  
5 24, 2014. The information in GM’s chronology raised serious questions as to the  
6 timeliness of GM’s recall. As a result, NHTSA opened its current investigation  
7 into GM’s timeliness on February 26, 2014. On March 4, 2014, NHTSA issued a  
8 special order seeking documents and answers, submitted under oath, to questions  
9 relevant about how quickly GM acted on information about the defect.

10 92. GM and NHTSA opted multiple times not to open a formal  
11 investigation or declare a recall to address the faulty ignition switch. Mr.  
12 Friedman was asked why NHTSA officials in 2007 overruled an agency employee  
13 who said a formal defect investigation of the switches should be started. Mr.  
14 Friedman responded that air-bag failures discovered after several fatal accidents  
15 involving Chevrolet Cobalts did not necessarily indicate a defect because the  
16 devices were designed not to deploy in certain situations. Mr. Friedman said, “We  
17 need a better understanding between the vehicle’s power and air bags going off...  
18 This connection is clearly something that has raised a lot of questions for us.”

19 93. Playing the blame game, Mr. Friedman said that NHTSA would have  
20 acted decisively if GM had provided them with some of the facts that are now just  
21 coming out. “If GM did not follow the law in getting information to us quickly,  
22 we’re going to hold them accountable,” said Mr. Friedman.

23 94. GM had plenty of information to justify notifying the NHTSA earlier.  
24 House investigators said in a memo that consumers complained to GM dealers  
25 133 times about cars unexpectedly stalling or turning off when they went over  
26 bumps or nudged the ignition key. GM technicians linked many of those  
27 customer complaints to faulty ignition switches, at a time the Company was  
28 denying a defect existed, according to the memo, which was based on an analysis

1 of GM's warranty-claims database. GM still has not reported most of those cases  
2 to regulators.

3 95. GM's Board of Directors failed its essential purpose. The Board has a  
4 Public Policy Committee. The principal purpose of GM's Public Policy  
5 Committee is to provide oversight and guidance to management on, among other  
6 things, "business responsibilities of the Company." The Public Policy  
7 Committee's "primary responsibility is to review and provide counsel on issues  
8 that significantly affect the Company's corporate reputation," including "vehicle  
9 safety, manufacturing safety, and corporate social responsibility." By failing to  
10 insist on safety as a priority, GM allowed a culture of cost savings over safety to  
11 control the operations of the Company.

12 **F. GM'S POSITION ON THE DEFECTIVE VEHICLES**  
13 **CHANGES OVER TIME**

14 96. Immediately prior to the April 1, 2014 hearing, House investigators  
15 released an internal GM document (dated April 26, 2006) that showed a GM  
16 engineer approved a critical change to a faulty ignition switch that had been linked  
17 to thirteen (13) deaths.

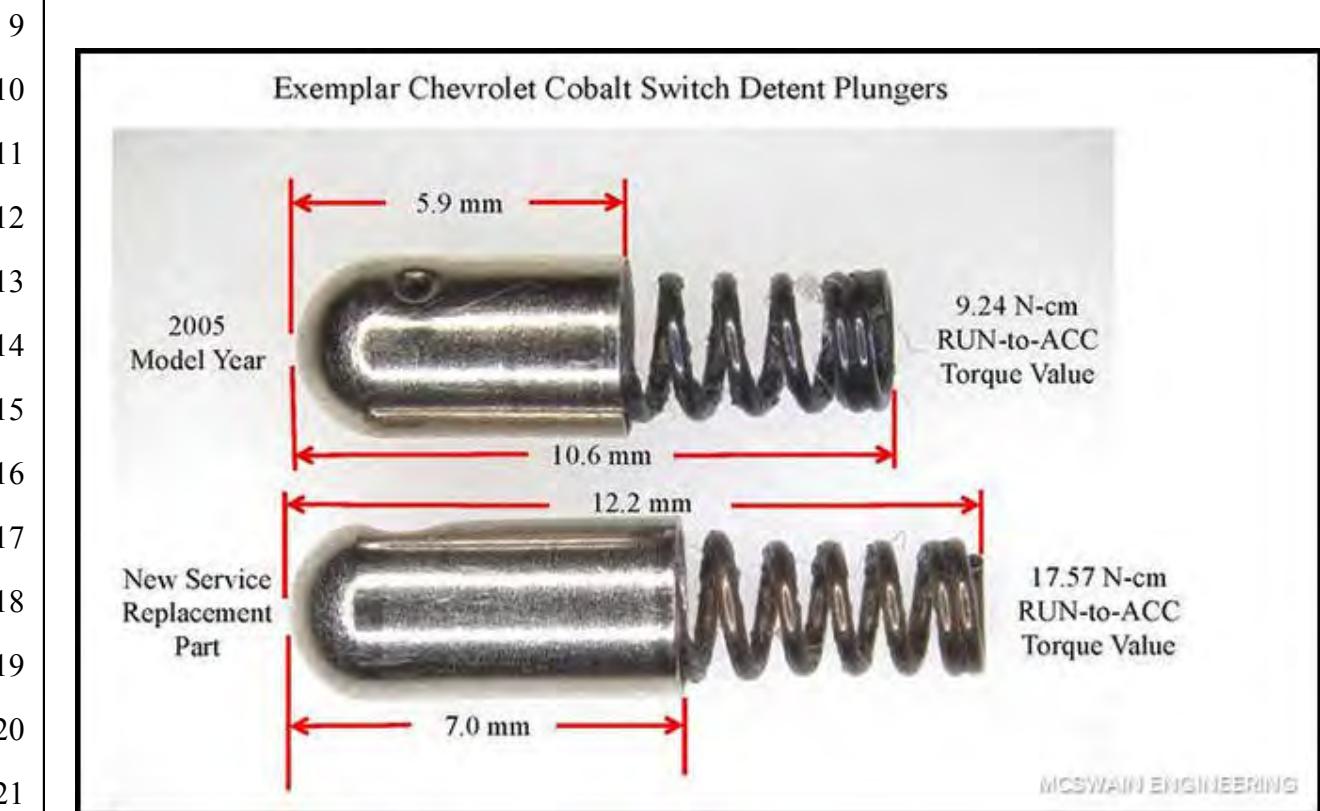
18 97. In April 2013, Ray DeGiorgio, the chief engineer on the Chevrolet  
19 Cobalt, was deposed in a case involving a Georgia woman who was killed in a  
20 Chevrolet Cobalt in 2009. Mr. DeGiorgio was asked about the differences  
21 between the original switch and the replacement switch. Mr. DeGiorgio testified  
22 that he saw the differences but could not explain why the part had been changed.  
23 Mr. DeGiogio also testified he had not approved the part change. But, according  
24 to the April 26, 2006 internal GM document, Mr. DeGiorgio did indeed sign off  
25 on the change. The reason given for the change on the document was "to increase  
26 torque force in the switch."

27 Attorney: "*So if such a change was made, it was made without your*  
28 *knowledge and authorization?*"

1 DeGiorgio: "That is correct"

2 Later in the deposition, DeGiorgio said, "I can certainly tell you, I was not aware  
3 of this change."

4 98. According to House investigators, documents show GM altered the  
5 design of the ignition switches, but the alteration was done without either  
6 notifying federal regulators or car owners or changing the part number. The  
7 change apparently occurred in 2006 and increased the size of the detent plunger  
8 and spring, a pair of parts that hold the ignition key in position.



29 99. House committee members said the redesigned switch still did not  
30 meet GM's minimum specifications, citing testing done at the time by the  
31 supplier, Delphi Automotive. This means the switches installed in 2008-2011  
32 model year vehicles were still defective which contradicted GM's statements that  
33 only switches produced before the 2006 redesign were faulty and potentially  
34 linking the defect to deaths.

1           100. On March 28, 2014, GM recalled the 2008-2011 vehicles, but said the  
2 recall was done only to ensure that defective ignition switches were not installed  
3 as replacement parts during their repair work. GM said that about 5,000 defective  
4 switches had been used for repairs in those vehicles.

5           101. However, on March 27, 2014, members of Congress on the House  
6 Energy and Commerce Committee met with Delphi officials and said there was  
7 more to the story than what GM was disclosing. A March 31, 2014 letter sent to  
8 GM signed by Reps. Henry Waxman, Diana DeGette, and Jan Schakowsky stated:  
9 “Delphi confirmed that these testing results mean that the ignition switches  
10 currently in use in 2008-2011 vehicles do not meet GM performance  
11 specifications.”

12           102. In February 2014, GM disclosed to federal regulators that it knew of  
13 problems with its ignition switches as early as 2001. GM told NHTSA that a  
14 design engineer responsible for the Cobalt’s ignition switch “signed a document  
15 approving changes to the ignition switches proposed by the supplier, Delphi  
16 Mechatronics.”

17           103. A prepared chronology by GM wrote: “The approved changes  
18 included, among other things, the use of a new detent plunger and spring that  
19 increased torque force in the ignition switch... This change to the ignition switch  
20 was not reflected in a corresponding change in the part number for the ignition  
21 switch. GM believes that the supplier began providing the re-designed ignition  
22 switch to GM at some point during the 2007 model year.”

23           104. Hours before the April 1, 2014 hearing, Congressman Henry  
24 Waxman, D. California, said his staff had counted 133 cases between June 2003  
25 and June 2012 when consumers told dealers that their cars were shutting off when  
26 they went over bumps or brushed against the ignition. These 133 cases are:

1	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
2	ION	2003	3,474	6/6/2003
3	ION	2003	9,300	7/1/2003
4	ION	2003	10,027	7/14/2003
5	ION	2003	10,639	7/21/2003
6	ION	2003	10,639	7/21/2003
7	ION	2003	7,807	3/15/2004
8	ION	2003	18,568	3/15/2004
9	ION	2003	16,108	4/8/2004
10	ION	2003	16,192	4/12/2004
11	ION	2003	9,554	4/22/2004
12	ION	2003	15,031	5/1/2004
13	ION	2003	17,222	6/21/2004
14	ION	2004	18,209	6/24/2004
15	ION	2004	138	9/21/2004
16	ION	2004	6,583	3/1/2005
17	ION	2004	12,883	3/17/2005
18	ION	2004	8,182	4/20/2005
19	ION	2004	10,387	5/7/2005
20	ION	2004	7,945	6/29/2005
21	ION	2005	16,767	7/18/2005
22	ION	2004	19,963	7/22/2005
23	ION	2004	13,743	8/18/2005
24	ION	2004	31,456	8/25/2005
25	ION	2006	2,470	9/19/2005
26	HHR	2006	445	10/24/2005

## CLASS ACTION COMPLAINT

1	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
2	<b>ION</b>	2004	17,185	12/5/2005
3	<b>ION</b>	2004	13,716	12/13/2005
4	<b>ION</b>	2005	12,420	1/9/2006
5	<b>ION</b>	2004	32,688	1/10/2006
6	<b>ION</b>	2006	10,221	1/27/2006
7	<b>ION</b>	2006	3,468	2/23/2006
8	<b>ION</b>	2005	7,042	6/14/2006
9	<b>ION</b>	2005	17,375	7/11/2006
10	<b>ION</b>	2005	17,375	7/11/2006
11	<b>ION</b>	2006	9,057	7/25/2006
12	<b>ION</b>	2003	53,753	7/26/2006
13	<b>ION</b>	2005	13,929	7/29/2006
14	<b>HHR</b>	2006	13,464	8/3/2006
15	<b>ION</b>	2006	9,112	8/7/2006
16	<b>ION</b>	2004	36,911	10/16/2006
17	<b>ION</b>	2005	25,505	11/2/2006
18	<b>ION</b>	2004	12,850	11/29/2006
19	<b>ION</b>	2004	12,850	11/29/2006
20	<b>ION</b>	2006	30,439	1/16/2007
21	<b>Cobalt</b>	2005	15,123	3/5/2007
22	<b>ION</b>	2004	34,084	4/9/2007
23	<b>HHR</b>	2007	2,143	4/30/2007
24	<b>Cobalt</b>	2005	32,096	5/2/2007
25	<b>Cobalt</b>	2006	17,214	5/7/2007
26	<b>ION</b>	2006	26,819	5/19/2007

## CLASS ACTION COMPLAINT

1	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
2	<b>ION</b>	2006	22,937	5/21/2007
3	<b>ION</b>	2006	15,791	5/30/2007
4	<b>ION</b>	2006	17,025	6/7/2007
5	<b>Solstice</b>	2006	9,749	6/20/2007
6	<b>ION</b>	2006	31,500	7/2/2007
7	<b>HHR</b>	2006	25,940	7/19/2007
8	<b>ION</b>	2005	17,303	8/2/2007
9	<b>ION</b>	2006	24,741	8/2/2007
10	<b>ION</b>	2006	24,741	8/2/2007
11	<b>Cobalt</b>	2005	29,551	8/6/2007
12	<b>ION</b>	2006	11,161	8/6/2007
13	<b>HHR</b>	2006	35,804	8/7/2007
14	<b>ION</b>	2006	25,486	8/10/2007
15	<b>ION</b>	2005	28,000	8/11/2007
16	<b>ION</b>	2004	21,814	8/16/2007
17	<b>ION</b>	2004	21,814	8/16/2007
18	<b>ION</b>	2006	8,638	8/21/2007
19	<b>HHR</b>	2007	13,982	8/28/2007
20	<b>ION</b>	2006	30,221	8/29/2007
21	<b>ION</b>	2007	12,257	9/10/2007
22	<b>Cobalt</b>	2006	18,460	9/12/2007
23	<b>ION</b>	2006	12,421	9/20/2007
24	<b>HHR</b>	2006	23,241	10/9/2007
25	<b>ION</b>	2007	7,884	10/12/2007
26	<b>ION</b>	2006	33,477	10/15/2007

## CLASS ACTION COMPLAINT

1	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
2	<b>HHR</b>	2006	29,383	10/23/2007
3	<b>HHR</b>	2006	40,859	10/24/2007
4	<b>HHR</b>	2006	49,914	10/30/2007
5	<b>ION</b>	2004	57,642	10/30/2007
6	<b>ION</b>	2005	31,006	11/7/2007
7	<b>HHR</b>	2006	29,358	12/12/2007
8	<b>Cobalt</b>	2006	23,058	1/3/2008
9	<b>ION</b>	2006	23,883	1/17/2008
10	<b>HHR</b>	2006	30,808	1/31/2008
11	<b>ION</b>	2006	29,725	2/8/2008
12	<b>ION</b>	2007	15,247	2/13/2008
13	<b>ION</b>	2007	15,247	2/13/2008
14	<b>ION</b>	2006	20,513	2/25/2008
15	<b>HHR</b>	2006	24,811	2/28/2008
16	<b>ION</b>	2007	26,043	3/6/2008
17	<b>ION</b>	2007	7,538	3/10/2008
18	<b>HHR</b>	2006	24,955	3/14/2008
19	<b>ION</b>	2006	28,568	3/14/2008
20	<b>ION</b>	2007	11,594	3/17/2008
21	<b>ION</b>	2005	21,919	3/24/2008
22	<b>ION</b>	2006	21,942	5/21/2008
23	<b>ION</b>	2006	21,942	5/21/2008
24	<b>ION</b>	2006	21,942	5/21/2008
25	<b>HHR</b>	2006	27,363	6/19/2008
26	<b>ION</b>	2006	29,177	6/25/2008
27				
28				

## CLASS ACTION COMPLAINT

1	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
2	<b>Cobalt</b>	2006	32,014	6/28/2008
3	<b>ION</b>	2006	23,889	7/9/2008
4	<b>Cobalt</b>	2005	62,512	7/22/2008
5	<b>Cobalt</b>	2006	49,509	8/22/2008
6	<b>Cobalt</b>	2006	49,509	8/26/2008
7	<b>Cobalt</b>	2007	24,357	9/2/2008
8	<b>ION</b>	2006	32,805	11/29/2008
9	<b>ION</b>	2007	13,696	12/2/2008
10	<b>ION</b>	2007	28,760	12/5/2008
11	<b>ION</b>	2007	35,611	12/5/2008
12	<b>Cobalt</b>	2006	21,310	12/18/2008
13	<b>ION</b>	2007	19,342	12/29/2008
14	<b>G5</b>	2007	27,270	1/5/2009
15	<b>Cobalt</b>	2006	35,514	6/1/2009
16	<b>ION</b>	2006	49,934	7/21/2009
17	<b>HHR</b>	2007	23,203	8/24/2009
18	<b>ION</b>	2003	36,770	8/24/2009
19	<b>Cobalt</b>	2006	26,040	8/28/2009
20	<b>Cobalt</b>	2007	31,328	12/18/2009
21	<b>HHR</b>	2007	32,629	2/15/2010
22	<b>G5</b>	2007	36,226	7/28/2010
23	<b>Cobalt</b>	2006	49,186	8/5/2010
24	<b>HHR</b>	2006	54,499	8/6/2010
25	<b>HHR</b>	2006	35,939	9/2/2010
26	<b>Cobalt</b>	2006	47,432	9/8/2010

## CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
Cobalt	2007	24,443	9/29/2010
ION	2006	40,820	11/4/2010
Cobalt	2005	70,380	6/15/2011
HHR	2006	51,404	9/12/2011
Cobalt	2007	58,321	9/13/2011
HHR	2006	39,692	9/28/2011
Cobalt	2006	48,568	6/25/2012

105. This data was obtained from the General Motors' warranty database  
11 which is not reported to NHTSA. As pointed out by the House Committee staff  
12 during the April 1, 2014 hearing, the warranty database "can provide an early  
13 warning of vehicle defects." The staff went through 150,000 records to find the  
14 claims relating to the ignition switch. The staff quoted from the report's  
15 comments that read: "When bumping ignition switch area vehicle will shut off";  
16 and "vehicle stalls out when hitting bump/pothole in road, noticed at 50 MPH."  
17

18 **G. GM IN 2002 APPROVED AN IGNITION SWITCH KNOWING**  
19 **IT DID NOT MEET COMPANY SPECIFICATIONS**

20 106. On March 27, 2014, the House Committee staff had a two-and-a-half-  
21 hour briefing on issues related to the faulty ignition switch from Delphi  
22 Automotive key staff members. Delphi officials informed the Committee of  
23 important new information regarding the process by which production of the  
24 switch was approved and accepted by GM. Delphi explained the general process,  
25 known as the Production Part Approval Process (PPAP), used when the supplier  
26 works with large customers like GM. GM would provide a design and set of  
27 specifications and Delphi would then build the product and test it against  
28

1 specifications and present the results of the testing to GM for final production  
2 approval.

3 107. Delphi representatives told the Committee that the ignition switch was  
4 designed, built, and then approved in February 2002 by GM via the PPAP  
5 process. Delphi was unable to provide full documentation associated with the  
6 PPAP process but did have documentation regarding the torque performance  
7 testing results conducted as part of the PPAP. Delphi officials stated that it was  
8 “well documented” in 2002 that the ignition switch did not meet the required  
9 minimum torque specifications. The testing results were far below GM’s  
10 specifications. There were 12 torque performance tests conducted on the ignition  
11 switch at the time, and most tests showed a torque of between 4 and 10 N-cm, and  
12 that only two of the 12 tests showed the ignition switch surpassing 10 N-cm.  
13 GM’s specifications called for torque levels between 15 and 25 N-cm,  
14 significantly above the results of the performance tests. Delphi said that despite  
15 these results, GM officials still approved the ignitions switch for production and  
16 that this ignition switch was used in the recalled vehicles in model years 2003-  
17 2007.

18 **H. THE MODIFIED SWITCHES USED IN 2007-2011 VEHICLES**  
19 **WERE ALSO APPROVED BY GM DESPITE NOT MEETING**  
20 **COPANY SPECIFICATIONS**

21 108. Delphi representatives also told Committee members about the  
22 redesign of the ignition switch that was produced beginning in April 2006.  
23 According to Delphi officials, GM began discussions with Delphi about needing  
24 to modify and re-test the ignition switch in mid-2005. Delphi agreed to modify  
25 the design of the ignition switch and when presented to GM, got approval on a  
26 design with a longer spring, and had Delphi produce prototypes and conduct  
27 testing as part of a new PPAP that was approved by GM on April 26, 2006. This  
28 document was signed by lead design engineer for GM, Ray DeGiorgio. Delphi

1 again could not provide complete documentation for the 2006 PPAP process but  
2 did having testing results available. According to Delphi, most torque test results  
3 for the 2006 ignition switches were in the 10 to 15 N-cm range, higher than the  
4 older models, but still not meeting GM's documented specifications. These  
5 results meant that the ignition switches used in 2008-2011 vehicles do not meet  
6 GM's performance specifications.

7 109. In response to this revelation, GM countered that it was "unaware of  
8 any reports of fatalities with this group of vehicles where a frontal impact  
9 occurred, the front air bags did not deploy, and the ignition is in the 'accessory' or  
10 'off' position." An analysis of NHTSA's Early Warning Report data shows that  
11 there were fourteen (14) fatal crashes in the recalled 2008-2011 vehicles involving  
12 a potential problem with an airbag, steering, electrical, or unknown component.  
13 The Center for Auto Safety also identified a similar set of crashes in earlier GM  
14 vehicles as those that "could indicated the ignition airbag defect."

15 110. GM and GM engineers have reportedly stressed the importance of  
16 meeting the torque specifications on 15-25 N-cm. In a deposition for a Georgia  
17 case involving a defective ignition switch in a 2005 Chevrolet Cobalt, Gary  
18 Altman, the GM program engineer for the Chevrolet Cobalt, was asked:

19 Q: *"And the vehicle never should have been sold if it didn't meet GM's  
20 minimum torque performance requirements, should it? ..."*

21 Altman: *"That's correct."*

22 Q: *"And the reason is because that could be dangerous under certain  
23 situations because the key can move from run to accessory? ..."*

24 Altman: *"Yes."*

25 In the same case, GM engineer Ray DeGiorgio was asked,

26 Q: *"Why do you have a minimum torque requirement from run to  
27 accessory?"*

28

1 DeGiorgio: “*It’s a design feature that is required. You don’t want anything*  
2 *flopping around.”*

3 Q: “*...the intent was also to make sure that when people were using the*  
4 *vehicle under ordinary driving conditions, that if the key was in the run*  
5 *position, it wouldn’t just move to the accessory position?”*

6 DeGiorgio: “*That is correct.*”

7 111. Brian Stouffer, another GM engineer also indicated in a deposition  
8 that the torque values of the ignition switches on the later model vehicles were not  
9 significantly different from the torque values on the older models. Stouffer  
10 testified: “*The values are not substantially higher on the ‘08s and ‘09s... there’s a*  
11 *slight trend upwards, but ‘08s and ‘09s are not drastically different. The highest*  
12 *was only – we were never higher than 20 newton centimeters. We never had one*  
13 *exceed that... there is a slight trend upward [in torque values] from ‘07, but*  
14 *there’s definitely not separation. They overlap. The ranges [of ignition torque in*  
15 *pre-2007 and post 2007 vehicles] overlap.*” If what Mr. Stouffer said is true,  
16 there could be significant risk from the ignition switches in the 2008-2011  
17 vehicles.

18 112. Documents provided to the Congressional Committee confirm that top  
19 GM officials knew of the out-of-spec ignition switches for 2008-2011 vehicles for  
20 at least several months before announcing the recall. A presentation for GM’s  
21 December 17, 2013 high-level Executive Field Action Decision Committee  
22 meeting showed that torque performance measurements for five of twelve 2008-  
23 2010 model year vehicles ignition switches were below the minimum GM  
24 required specifications. GM again acknowledged the importance of this  
25 specification in the March 28, 2014 recall notice, which read:

26 “*If the torque performance is not to specification, and the*  
27 *key ring is carrying added weight of the vehicle goes off*  
28 *road or experiences some other jarring event, the ignition*

1           *switch may inadvertently be moved out of the ‘run’*  
2           *position.”*

3           **I. GM VIOLATED THE TREAD ACT BY FAILING TO NOTIFY**  
4           **THE NATIONAL HIGHWAY TRAFFIC SAFETY**  
5           **ADMINISTRATION OF THE KNOWN DEFECTS**

6           113. Under the Motor Vehicle Safety Act (the “Safety Act”), 49 U.S.C. §§  
7           30101, *et seq.*, and the Transportation Recall Enhancement, Accountability, and  
8           Documentation Act (the “Tread Act”), 49 U.S.C. § 30170, GM is required to  
9           recall and repair motor vehicle defects related to safety.

10          114. If a manufacturer learns that a vehicle contains a defect and that defect  
11          is related to motor vehicle safety, the manufacturer must inform the Secretary of  
12          Transportation. 49 U.S.C. § 30118(c)(1) & (2).

13          115. The Safety Act requires that manufacturers inform NHTSA within  
14          five (5) working days of discovering “a defect in a vehicle or item of equipment  
15          has been determined to be safety related, or a noncompliance with a motor vehicle  
16          safety standard has been determined to exist.” The report to NHTSA must  
17          immediately include the following information:

18           a.       The manufacturer’s name;

19           b.       The identification of the vehicles or equipment containing the defect,  
20           including:  
21                • The make, line, model year, and years of manufacturing;  
22                • A description of the basis for the determination of the recall  
23                population;  
24                • How those vehicles differ from similar vehicles that the  
25                manufacturer excluded from the recall; and  
26                • A description of the defect.

27          116. The manufacturer must also inform NHTSA, as soon as possible,  
28          regarding:

- 1 a. The total number of vehicles or equipment potentially containing the
- 2 defect;
- 3 b. The percentage of vehicles estimated to contain the defect;
- 4 c. A chronology of all principal events that were the basis for the
- 5 determination that the defect related to motor vehicle safety, including
- 6 a summary of all warranty claims, field or service reports, and other
- 7 information, with their dates of receipt; and
- 8 d. A description of the plan to remedy the defect.

9 117. If the Secretary of Transportation determines that the vehicle is  
10 defective, it will require the manufacturer to notify the owners, purchasers, and  
11 dealers of the defect and require it to remedy the defect or noncompliance. 49  
12 U.S.C. § 30118(b)(2)(A) & (B).

13 118. Under the Tread Act, any manufacturer who violates 29 U.S.C. §  
14 30166 must pay a civil penalty to the U.S. Government at \$7,000 per violation per  
15 day with a maximum penalty “for a related series of daily violations [of]  
16 \$17,350,000.” 49 C.F.R. § 578.6(c).

17 119. As described in detail above, since at least 2001, GM has known  
18 about the defective ignition switches in its vehicles. Despite being aware of the  
19 ignition switch defects, GM waited until February 7, 2014 before finally notifying  
20 NHTSA that it manufactured and sold vehicles with ignition switch defects that  
21 could disengage the vehicle’s power and airbags.

22 120. Notwithstanding its duty to do so, Defendant has known for many  
23 years, but has not disclosed to NHTSA or the public, how to fix the defects. GM  
24 failed to inform NHTSA about known defects in the Defective Vehicles. As a  
25 result, the public, including Plaintiffs and the Class, received no notice of the  
26 ignition switch defects until February 2014.

27  
28

1 **VI. SUCCESSOR LIABILITY**

2 121. From the date of its formation, GM expressly assumed certain  
3 obligations, including those obligations under the Tread Act, and is liable for its  
4 nondisclosure and concealment of the Ignition Switch Defect from the date of its  
5 formation to the present.

6 122. GM also has successor liability for GM Corporation's acts and  
7 omissions in the marketing and sale of the Defective Vehicles because it has  
8 continued the business enterprise of GM Corporation.

9 123. A significant number of GM Corporation employees remained  
10 employed at GM, including managers, directors, and/or members of the Board,  
11 demonstrating a continuity of knowledge. For example, GM's current CEO, Mary  
12 Barra, was employed by GM Corporation in 1980. In February 2008, Ms. Barra  
13 was appointed Vice President of Global Manufacturing Engineering – a position  
14 in which she knew or should have known of the Ignition Switch Defect. Victor  
15 Hakim, GM's Rule 30(b)(6) deponent concerning the Ignition Switch Defect,  
16 began at GM Corporation in 1971. Mr. Hakim is now a Senior  
17 Manager/Consultant in GM's Field Performance Assessment Department.

18 124. GM has continued to design, manufacture, promote, market, and sell  
19 the same products as GM Corporation, including the Defective Vehicles.

20 125. GM acquired real property, contracts, books, records, goodwill, and  
21 other intangible personal property of GM Corporation.

22 **VII. TOLLING OF THE STATUTE OF LIMITATIONS**

23 126. GM is estopped from relying on any statutes of limitation because of  
24 its fraudulent concealment and misrepresentations of the true facts concerning the  
25 Ignition Switch Defect in the Defective Vehicles. GM was, at all relevant times,  
26 aware of the nature and existence of the defects in the subject vehicles, but at all  
27 times continued to design, manufacture, certify, market, advertise, distribute, and  
28 sell the Defective Vehicles without revealing the true facts concerning the defects,

1 in order to sell cars, to avoid bad publicity, and to avoid the expense of recalls.  
2 The true facts about the Defective Vehicles continue to be concealed from the  
3 public, including Plaintiffs.

4 127. All applicable statutes of limitation have been tolled by GM's  
5 knowing and active fraudulent concealment and denial of the facts alleged herein.  
6 Plaintiffs had no knowledge of, nor any reason to suspect, GM's concealment of  
7 the Ignition Switch Defect in the Defective Vehicles. Plaintiffs had no knowledge  
8 of facts sufficient to place Plaintiffs on inquiry notice of the claims set forth in this  
9 Complaint, until shortly before this Complaint was filed.

10 128. Nor could Plaintiffs and the members of the Class have discovered the  
11 violations through the exercise of reasonable diligence earlier than that time  
12 because Defendant concealed the nature of its unlawful conduct and acts and  
13 fraudulently concealed its activities through various other means and methods  
14 designed to avoid detection.

15 129. Under the Tread Act, GM is required to inform NHTSA within five  
16 (5) working days of discovering "a defect in a vehicle or item of equipment has  
17 been determined to be safety related, or a noncompliance with a motor vehicle  
18 safety standard has been determined to exist." In addition, GM is required to recall  
19 and repair motor vehicle defects related to safety.

20 130. As described in detail above, since at least 2001, GM has known  
21 about the defective ignition switches in its vehicles. Despite being aware of the  
22 Ignition Switch Defect, GM waited until February 7, 2014 before finally notifying  
23 NHTSA that it manufactured and sold vehicles with ignition switch defects that  
24 could disengage the vehicle's power and airbags.

25 131. Due to its violations of the Tread Act and consumer protection laws  
26 and its active concealment of pertinent information related to the Ignition Switch  
27 Defect, any and all limitations periods otherwise applicable to Plaintiffs' claims  
28 have been tolled.

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## CLASS ACTION COMPLAINT

1 **VIII. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **(Unfair Competition Law: Bus. & Prof. Code § 17200 et seq.)**

4 132. Plaintiffs hereby incorporate by reference the above paragraphs, as  
5 though those allegations were fully set out herein.

6 133. The Unfair Competition Law, California Business and Professions  
7 Code § 17200, provides that “unfair competition shall mean and include any  
8 unlawful, unfair, or fraudulent business act or practice and unfair, deceptive,  
9 untrue or misleading advertising and any act prohibited by” the False Advertising  
10 Act, California Business and Professions Code § 17500. The Unfair Competition  
11 Law provides that a Court may order injunctive relief and restitution as remedies  
12 for any violation of the False Advertising Act.

13 134. Plaintiffs may pursue a representative claim on behalf of others in that  
14 Plaintiffs meet the standing requirements of California Business and Professions  
15 Code Section 17204 and complies with Section 382 of the California Code of  
16 Civil Procedure.

17 135. At all times herein, Defendant has engaged in unfair and unlawful  
18 business practices. Defendant’s business practices include, without limitation:

- 19 a. Selling to Plaintiffs and the Class vehicles which contain defects or  
20 design flaws which make them inherently more dangerous than other  
21 similar vehicles;
- 22 b. Failing to disclose to Plaintiffs and the Class that the vehicles sold to  
23 such consumers contain a defect or design flaw which makes them  
24 inherently more dangerous than other similar vehicles;
- 25 c. Failing to remedy the defects or design flaws which made Defendant’s  
26 vehicles inherently more dangerous than other similar vehicles;

- d. Failing to design, manufacture, distribute, and sell a product which would perform in a safe manner when used in a reasonably foreseeable manner by a reasonable customer;
- e. Failing to timely inform NHTSA and vehicle owners, purchasers, and dealers of the ignition switch defects and to timely recall the Defective Vehicles; and
- f. Violating the other statutes and common law causes of action as alleged in this Complaint.

9           136. The business acts and practices of Defendant, as hereinabove  
10 described, constitute an unlawful business practice in violation of the Unfair  
11 Competition Law for the reasons set forth below, without limitation:

- a. The acts and practices violate California Civil Code §§ 1709 and 1710 and are therefore unlawful;
- b. The acts and practices violate California Civil Code § 1750, *et seq.*, and are therefore unlawful; and
- c. The acts and practices violate the Tread Act, 49 U.S.C. § 30101, *et seq.*, and are therefore unlawful.

18        137. The business acts and practices of Defendant as herein described also  
19 constitute an unfair business practice in violation of the Unfair Competition Law  
20 in that such acts and practices are substantially injurious to consumers and  
21 offensive to established California public policy.

22        138. The business acts and practices of Defendant as herein described  
23 constitute a fraudulent business practice in violation of the Unfair Competition  
24 Law in that such acts and practices are likely to deceive California consumers as  
25 to their legal rights and obligations.

26        139. Defendant's conduct has further injured Plaintiffs and the Class by  
27 impairing competition within the automotive vehicle markets, failing to disclose  
28 the defect to the NHTSA, and preventing Plaintiffs and the Class from discovering

1 that their vehicles were unsafe and unreliable and making fully informed decisions  
2 about whether or not to lease, purchase, and/or retain the Defective Vehicles  
3 and/or the price to be paid to lease and/or purchase the Defective Vehicles.

4 140. Plaintiffs and the Class have suffered harm as a proximate result of  
5 the wrongful conduct of Defendant alleged herein, and therefore bring this claim  
6 for restitution and disgorgement. Plaintiffs and the Class have suffered injury in  
7 fact and have suffered an economic loss by, *inter alia*, (a) leasing and/or  
8 purchasing an inferior product whose nature and characteristics render it of a  
9 lesser value than represented, (b) incurring costs for diminished resale value of the  
10 products purchased, (c) leasing and/or purchasing a product that poses a danger to  
11 the health and safety of not only the purchaser but also other motorists,  
12 passengers, and pedestrians, (d) incurring increased costs to repair the products  
13 purchased, and (e) incurring costs for loss of use. Plaintiffs have suffered injuries  
14 in fact and have lost money as a result of such unfair competition.

15 141. In leasing and/or purchasing the vehicles from Defendant, Plaintiffs  
16 and the Class reasonably believed and/or depended on the material false and/or  
17 misleading information provided by Defendant with respect to the safety and  
18 quality of the vehicles manufactured and sold by Defendant. In other words,  
19 Defendant induced Plaintiffs and the Class to purchase the Defective Vehicles  
20 through the acts and omissions alleged herein.

21 142. Unless restrained and enjoined, Defendant will continue in the acts  
22 and practices alleged above. Accordingly, the Court must issue an injunction  
23 restraining and enjoining Defendant from advertising, selling, or otherwise  
24 disseminating false and misleading information about its products or failing to  
25 disclose relevant information. Plaintiffs and the Class further request an order  
26 restoring any money or property, real or personal, which may have been lost by  
27 means of Defendant's unfair and deceptive business practices.

1           143. In addition, pursuant to California Code of Civil Procedure Section  
2 1021.5, Plaintiffs are entitled to recover Plaintiffs' reasonable attorneys' fees,  
3 costs, and expenses incurred in bringing this action.

4           WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth  
5 below.

6           **SECOND CAUSE OF ACTION**

7           **(False Advertising Act: Bus. & Prof. Code § 17500 *et seq.*)**

8           144. Plaintiffs hereby incorporate by reference the above paragraphs, as  
9 though those allegations were fully set out herein.

10           145. California Business and Professions Code § 17500, *et seq.*, the False  
11 Advertising Act, prohibits any person, firm, corporation, or association, or any  
12 employee thereof, with the intent to dispose of real or personal property, from  
13 performing services or inducing the public to enter into any obligation relating to  
14 property or services, disseminating an untrue or misleading statement concerning  
15 such property or services which the defendant knew, or in the exercise of  
16 reasonable care should have known, was untrue or misleading. A court may order  
17 injunctive relief and restitution to affected members as remedies for any violations  
18 of California Business and Professions Code Section 17500 as part of the Unfair  
19 Competition Law.

20           146. At all times herein, Defendant has engaged in disseminating false and  
21 misleading communications which misrepresent the characteristics, nature,  
22 quality, and safety of the Defective Vehicles and have failed to disclose the true  
23 quality and defects of these products. Defendant's business practices include,  
24 without limitation:

25           a.     Selling to Plaintiffs and the Class vehicles which contain defects or  
26           design flaws which make them inherently more dangerous than other  
27           similar vehicles;

- 1 b. Failing to disclose to Plaintiffs and the Class that the vehicles sold to
- 2 such consumers contain a defect or design flaw which makes them
- 3 inherently more dangerous than other similar vehicles;
- 4 c. Failing to remedy the defects or design flaws which made Defendant's
- 5 vehicles inherently more dangerous than other similar vehicles;
- 6 d. Failing to design, manufacture, distribute, and sell a product which
- 7 would perform in a safe manner when used in a reasonably
- 8 foreseeable manner by a reasonable customer;
- 9 e. Failing to timely inform NHTSA and vehicle owners, purchasers, and
- 10 dealers of the ignition switch defects and to timely recall the
- 11 Defective Vehicles; and
- 12 f. Violating the other statutes and common law causes of action as
- 13 alleged in this complaint.

14           147. Defendant engaged in the advertising and the failure to disclose the  
15 defects and design flaws in its products herein alleged with the intent to induce  
16 Plaintiffs and the Class to purchase Defendant's products.

17        148. Defendant caused to be made or disseminated throughout California  
18 and the United States, through advertising, marketing, and other publications,  
19 statements that are untrue or misleading, and which were known, or which by the  
20 exercise of reasonable care should have been known to Defendant, to be untrue or  
21 misleading to consumers and Plaintiffs. Defendant's advertising was untrue or  
22 misleading and likely to deceive the public in that the true characteristics and  
23 nature of the vehicles sold by GM were not as advertised.

24       149. In purchasing the vehicles from Defendant, Plaintiffs and the Class  
25 reasonably believed and/or depended on the material false and/or misleading  
26 information provided by Defendant with respect to the quality and safety of the  
27 vehicles being sold. In other words, Defendant induced Plaintiffs and the Class to  
28 purchase GM automotive products through the acts and omissions alleged herein.

1           150. In making and disseminating the statements herein alleged, Defendant  
2 knew, or by the exercise of reasonable care should have known, that the  
3 statements were and are untrue or misleading and so acted in violation of  
4 California Business and Professions Code Section 17500. Moreover, Plaintiffs  
5 and the Class were exposed to Defendant's advertising and its false and  
6 misleading statements and were affected by the advertising in that Plaintiffs and  
7 the Class believed it to be true and/or relied on it when making purchasing  
8 decisions.

9           151. The business acts and practices of Defendant herein described also  
10 constitute an unfair business practice in violation of the Unfair Competition Law  
11 in that such acts and practices are substantially injurious to consumers and  
12 offensive to established California public policy.

13           152. In addition, the business acts and practices of Defendant as herein  
14 described constitute a fraudulent business practice in violation of the Unfair  
15 Competition Law in that such acts and practices are likely to deceive consumers  
16 as to their legal rights and obligations with respect to the purchase of vehicles  
17 from GM.

18           153. Plaintiffs and the Class have suffered injury in fact and have suffered  
19 an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product  
20 whose nature and characteristics render it of a lesser value than represented, (b)  
21 incurring costs for diminished resale value of the products purchased, (c) leasing  
22 and/or purchasing a product that poses a danger to the health and safety of not  
23 only the purchaser but also other motorists, passengers, and pedestrians, (d)  
24 incurring increased costs to repair the products purchased, and (e) incurring costs  
25 for loss of use. Accordingly, the Court must issue an injunction restraining and  
26 enjoining Defendant from sending or transmitting false and misleading advertising  
27 to individuals or entities concerning the purported safety and quality of vehicles  
28 from Defendant. Plaintiffs and the Class further request an order restoring any

1 money or property, real or personal, which may have been lost by means of  
2 Defendant's false advertising.

3 154. In addition, pursuant to California Code of Civil Procedure Section  
4 1021.5, Plaintiffs are entitled to recover Plaintiffs' reasonable attorneys' fees,  
5 costs and expenses incurred in bringing this action.

6 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth  
7 below.

8 **THIRD CAUSE OF ACTION**

9 **(Consumer Legal Remedy Act: Civil Code § 1750, et seq.)**

10 155. Plaintiffs hereby incorporate by reference the above paragraphs, as  
11 though those allegations were fully set out herein.

12 156. The Consumer Legal Remedies Act, California Civil Code § 1750, *et*  
13 *seq.* (hereinafter "CLRA"), was designed to protect consumers from unfair and  
14 deceptive business practices. To this end, the CLRA sets forth a list of unfair and  
15 deceptive acts and practices that are specifically prohibited in any transaction  
16 intended to result in the sale or lease of goods or services to a consumer.

17 157. Defendant is a "person" within the meaning of Civil Code §§ 1761(c)  
18 and 1770, and sells "goods" within the meaning of Civil Code §§ 1761(b) and  
19 1770.

20 158. Plaintiffs are consumers within the meaning of Civil Code § 1761(d).

21 159. The subject vehicles constitute "goods" under California Civil Code §  
22 1761(a).

23 160. The lease and/or purchase of vehicles by Plaintiffs and the Class from  
24 Defendant constitutes a transaction within the meaning of Civil Code §§ 1761(e)  
25 and 1770.

26 161. California Civil Code § 1770(a) provides that "[t]he following unfair  
27 methods of competition and unfair or deceptive acts or practices undertaken by

28

1 any person in a transaction intended to result or which results in the sale or lease  
2 of goods or services to any consumer are unlawful,” including:

- 3 a. In violation of § 1770(a)(2) of the CLRA, GM “misrepresent[ed] the  
4 source, sponsorship, approval, or certification of goods.”
- 5 b. In violation of § 1770(a)(5) of the CLRA, GM “represent[ed] that  
6 goods . . . have sponsorship, approval, characteristics, ingredients,  
7 uses, benefits, or quantities which they do not have.”
- 8 c. In violation of § 1770(a)(7) of the CLRA, GM represented that goods  
9 are of a particular standard, quality, or grade when they are of another.
- 10 d. In violation of § 1770(a)(9) of the CLRA, GM advertised goods with  
11 the intent not to sell them as advertised.
- 12 e. In violation of § 1770(a)(14) of the CLRA, GM represented that the  
13 transaction was supplied in accordance with a previous representation  
14 when it was not.

15 162. By reason of the acts and practices alleged herein, Defendant has  
16 engaged in unfair methods of competition and unfair or deceptive acts or practices  
17 in a transaction intended to results or which results in the sale of goods to any  
18 consumer, in violation of, *inter alia*, Civil Code §§ 1770(a)(2), (5), (7), (9), and  
19 (14).

20 163. Defendant engaged in these unfair and/or deceptive acts and practices  
21 with the intent that they result, and which did result, in the sale and/or lease of the  
22 Defective Vehicles to Plaintiffs and members of the Class.

23 164. In purchasing the vehicles from Defendant, Plaintiffs and the Class  
24 reasonably believed and/or depended on the material false and/or misleading  
25 information provided by Defendant with respect to the safety and quality of the  
26 GM vehicles. In other words, Defendant induced Plaintiffs and the Class to lease  
27 and/or purchase the vehicles through the acts and omissions alleged herein.

165. In engaging in unfair or deceptive conduct in violation of the CLRA, Defendant actively concealed and failed to disclose material facts about the true characteristics and nature of the Defective Vehicles purchased by Plaintiffs and the Class.

166. As a result of the unfair and deceptive acts and practices of Defendant herein described, Plaintiffs and the Class have suffered damages in an amount to be proven at trial.

167. Pursuant to California Civil Code §§ 1780 and 1781, Plaintiffs and the Class hereby request certification of the Class, damages, injunctive relief, restitution, attorneys' fees, costs, and expenses pursuant to California Civil Code § 1780(d) and California Code of Civil Procedure § 1021.5.

168. As a direct and proximate result of Defendant's violations of law, Plaintiffs and the Class have been injured. Pursuant to the provisions of California Civil Code § 1782, Plaintiffs demand that within thirty (30) days from service of this Complaint, Defendant correct the deceptive practices described in this Complaint, pursuant to California Civil Code § 1770. This includes providing notice and full compensation to consumers who have purchased the affected vehicles from GM. If Defendant fails to do so, Plaintiffs will amend this Complaint to seek damages pursuant to Civil Code § 1782.

WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth below.

## **FOURTH CAUSE OF ACTION**

### **(Breach of Implied Warranty)**

169. Plaintiffs hereby incorporate by reference the above paragraphs, as though those allegations were fully set out herein.

170. Defendant impliedly warranted to persons purchasing its products that the products were what they were represented to be.

1           171. These implied warranties induced the community in general and  
2 Plaintiffs and other Class members in particular to purchase the products from  
3 Defendant. These implied warranties were both directly and indirectly believed  
4 and relied upon by Plaintiffs and Class members and induced them to choose  
5 Defendant's product. This reliance was justified by Defendant's skill, expertise,  
6 and judgment in the design, manufacturing, testing, labeling, distribution, or sale  
7 of such products.

8           172. At the time of the sale, Defendant had knowledge of the purpose for  
9 which its products were purchased and impliedly warranted the same to be, in all  
10 respects, fit and proper for this purpose.

11           173. Defendant breached its aforesaid warranties in that the products were  
12 not fit for the purpose for which they were intended and used; rather Defendant  
13 sold to Plaintiffs a product which was not fit for use. The defect in the products  
14 existed prior to the delivery of the products to Plaintiffs and the Class.

15           174. Plaintiffs and the Class have suffered injury in fact and have suffered  
16 an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product  
17 whose nature and characteristics render it of a lesser value than represented, (b)  
18 incurring costs for diminished resale value of the products purchased, (c) leasing  
19 and/or purchasing a product that poses a danger to the health and safety of not  
20 only the purchaser but also other motorists, passengers, and pedestrians, (d)  
21 incurring increased costs to repair the products purchased, and (e) incurring costs  
22 for loss of use. Accordingly, the Court must issue an injunction restraining and  
23 enjoining Defendant from sending or transmitting false and misleading advertising  
24 to individuals or entities concerning the purported safety and quality of vehicles  
25 from Defendant.

26           WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth  
27 below.

**FIFTH CAUSE OF ACTION**  
**(Breach of Express Warranty)**

175. Plaintiffs hereby incorporate by reference the above paragraphs, as though those allegations were fully set out herein.

176. Defendant expressly warranted to persons purchasing its products that they were what they were represented to be.

177. These express warranties induced the community, in general, and Plaintiffs and members of the Class, in particular, to use and purchase Defendant's products. These express warranties were both directly and indirectly believed and relied upon by Plaintiffs and the Class and induced Plaintiffs and the Class to choose Defendant's product.

178. Defendant breached its aforesaid warranties in that its products were not fit for the use and purpose expressly warranted by Defendant.

179. Plaintiffs and the Class have suffered injury in fact and have suffered an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product whose nature and characteristics render it of a lesser value than represented, (b) incurring costs for diminished resale value of the products purchased, (c) leasing and/or purchasing a product that poses a danger to the health and safety of not only the purchaser but also other motorists, passengers, and pedestrians, (d) incurring increased costs to repair the products purchased, and (e) incurring costs for loss of use. Accordingly, the Court must issue an injunction restraining and enjoining Defendant from sending or transmitting false and misleading advertising to individuals or entities concerning the purported safety and quality of vehicles from Defendant.

WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth below.

1 **SIXTH CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 180. Plaintiffs hereby incorporate by reference the above paragraphs, as  
4 though those allegations were fully set out herein.

5 181. As a result of its continuous and systematic misrepresentations and  
6 failure to disclose that the vehicles it had manufactured contained serious defects  
7 that affected the ignition switch of its vehicles, Defendant was able to charge a  
8 higher price for its vehicles, which did not match the item's value. Based on these  
9 practices, Defendant was unjustly enriched.

10 182. Defendant knew, or should have known, of the benefit it was  
11 receiving due to its misrepresentations and failure to disclose, and enjoyed the  
12 benefit of increased financial gains, to the detriment of Plaintiffs and other Class  
13 members, who paid a higher price for a product with a lower value. It would be  
14 inequitable and unjust for Defendant to retain these unlawfully obtained profits.

15 183. Plaintiffs seek an order establishing Defendant as constructive trustee  
16 of the profits unjustly obtained, plus interest.

17 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth  
18 below.

19 **SEVENTH CAUSE OF ACTION**

20 **(Fraudulent Concealment)**

21 184. Plaintiffs hereby incorporate by reference the above paragraphs, as  
22 though those allegations were fully set out herein.

23 185. Throughout the relevant time period, Defendant knew that the  
24 Defective Vehicles contained defective ignition switches, presenting an  
25 unreasonably dangerous propensity to suddenly switch off and thereby injure  
26 drivers, passengers, motorists, and pedestrians.

27 186. Defendant fraudulently concealed from and/or failed to disclose to  
28 Plaintiffs and the Class the true defective nature of the subject vehicle.

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**CLASS ACTION COMPLAINT**

187. Defendant was under a duty to Plaintiffs and the Class to disclose and warn of the defective nature of the subject vehicle because: (a) Defendant was in a superior position to know the true state of the facts about the hidden defects in the subject vehicles, and those defects were latent; (b) Defendant made partial disclosures about the safety and quality of the subject vehicles while not revealing their true defective nature; and (c) Defendant fraudulently and affirmatively concealed the defective nature of the subject vehicles from Plaintiffs.

188. The facts concealed and/or not disclosed by Defendant to Plaintiffs and the Class were material facts that a reasonable person would have considered to be important in deciding whether or not to purchase and/or operate the subject vehicles.

189. Defendant intentionally concealed and/or failed to disclose the true nature of the problems with the Defective Vehicles for the purpose of inducing Plaintiffs and the Class to act thereon, and Plaintiffs and the Class justifiably acted or relied upon, to the detriment of Plaintiffs and the Class, the concealed and/or non-disclosed facts, as evidenced by the purchase and operation of the Defective Vehicles by Plaintiffs and the Class.

190. As a direct and proximate cause of Defendant's misconduct, Plaintiffs and the Class have suffered actual damages as hereinabove alleged.

WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth below.

## **EIGHTH CAUSE OF ACTION**

### **(Negligence)**

191. Plaintiffs hereby incorporate by reference the above paragraphs, as though those allegations were fully set out herein.

192. As the manufacturer and seller of automotive vehicles, Defendant had a duty to Plaintiffs and the Class to not sell products that were defective and could result in serious injuries to either Plaintiffs, the Class, or even innocent third

1 parties. Defendant breached that duty by designing, manufacturing, and selling  
2 products to Plaintiffs and the Class that had a serious ignition switch defect  
3 without disclosing these facts to Plaintiffs and the Class. That breach caused the  
4 economic harm, injury, and/or damage to Plaintiffs and the Class that are  
5 hereinabove set forth.

6 193. As a direct and legal result of this wrongful conduct, Plaintiffs and the  
7 Class have been damaged as hereinabove alleged, in an amount to be ascertained  
8 at the time of trial.

9 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth  
10 below.

11 **IX. PRAAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray:

- 13 1. That this Court certify this case as a class action;
- 14 2. That this Court find and declare Defendant's acts and practices as  
15 described herein to be unlawful, unfair, and fraudulent;
- 16 3. That Plaintiffs be awarded compensatory and general damages  
17 according to proof;
- 18 4. That Plaintiffs be awarded past and future medical and incidental  
19 expenses according to proof;
- 20 5. That Plaintiffs be awarded past and future loss of earnings and earning  
21 capacity according to proof;
- 22 6. That Plaintiffs be awarded loss of personal property and personal  
23 effects according to proof;
- 24 7. That Plaintiffs be awarded punitive damages according to proof;
- 25 8. That Defendant be preliminarily and permanently enjoined from  
26 engaging in the unlawful, unfair, and fraudulent acts and practices  
27 alleged herein;
- 28 9. That Defendant be ordered to make restitution to Plaintiffs;

- 1 10. That Plaintiffs be awarded attorneys' fees and expenses pursuant to
- 2 California Code of Civil Procedure § 1021.5, California Civil Code §
- 3 1780, and any other statute which provides for award of such fees and
- 4 expenses;
- 5 11. That Plaintiffs be awarded prejudgment interest on all sums collected;
- 6 12. For costs of suit herein incurred; and
- 7 13. Any other and further relief the Court may deem proper.

8  
9 Dated: April 7, 2014

10 **COTCHETT, PITRE & McCARTHY, LLP**

11 By: 

12 FRANK M. PITRE  
13 *Attorneys for Plaintiffs*

14 **X. JURY DEMAND**

15 Plaintiffs demand trial by jury on all issues so triable.

16 Dated: April 7, 2014

17 **COTCHETT, PITRE & McCARTHY, LLP**

18 By: 

19 FRANK M. PITRE  
20 *Attorneys for Plaintiffs*

DECLARATION

I, SCOTT LANE hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am President of Camlan, Inc., a California Corporation. Camlan, Inc. is a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC ("GM"), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2008 CHEV HHR which I purchased USED in ANALIEIM, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of WALNUT CREEK California, on April 4<sup>th</sup>, 2014.

By 

SCOTT LANE

## DECLARATION

I, Salvador R. Marquez, hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint field in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC (“GM”), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2006 chevy HHR which I purchased used in Salinas, California. Private Party

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Salinas, California, on April 3rd, 2014.

By

[NAME]

## **DECLARATION**

I, Randall B. Piña hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint field in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC (“GM”), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2011 HHR which I purchased new in France, California. at Michael's Chevrolet

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Salinas, California, on April 3d, 2014.

By Randall B. Pina  
[NAME]

## DECLARATION

I, Amalia M. Brooks hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint field in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC (“GM”), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2006 Chevy HHR which I purchased used in Boise, Id., California. Lithia Ford Lincoln of Boise

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Los Gatos, California, on April 3, 2014.

By

NAME

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> ) CAMLAN, INC., a California corporation; SALVADOR R. MARQUEZ, an individual; RANDALL PINA, an individual; AMALIA M. BROOKS, an individual; and on behalf of all others similarly situated.	<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> ) GENERAL MOTORS LLC, a corporation
<b>(b) County of Residence of First Listed Plaintiff</b> <u>Contra Costa</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	<b>County of Residence of First Listed Defendant</b> _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
<b>(c) Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information. Joseph W. Cotchett; Frank M. Pitre; Robert Hutchinson; Alexandra A. Hamilton COTCHETT, PITRE & McCARTHY, LLP 840 Malcolm Road, Burlingame, CA 94010; Tel: (650) 697-6000; Fax: (650) 697-0577	<b>Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant)						
<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	Citizen of This State	<input checked="" type="checkbox"/> PTF	1	<input type="checkbox"/> DEF	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6			

<b>IV. ORIGIN</b> (Place an X in one box only.)						<b>6. Multi-District Litigation</b> <input type="checkbox"/>
<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____		

<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						<b>(Check "Yes" only if demanded in complaint.)</b>
<b>CLASS ACTION under F.R.Cv.P. 23:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						<b>MONEY DEMANDED IN COMPLAINT: \$ OVER \$5,000,000</b>

<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. § 1332 (d)(2), action for damages and injunctive relief pursuant to California's Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200, et seq.; the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq.; Civil Code § 1750, et seq.; and for violations of California common law					
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<b>VII. NATURE OF SUIT</b> (Place an X in one box only).					
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OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 510 Motions to Vacate	<input type="checkbox"/> Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 530 General	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 530 General	<input type="checkbox"/> SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 625 Drug Related	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 626 Seizure of Property	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 627 Seizure of Property 21 USC 881	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 628 Civil Prison Condition	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 154 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 629 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 155 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 630 Drug Related	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 156 Stockholders' Suits	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 631 Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 157 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 632 Personal Injury-Med Malpractice	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 158 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 633 Personal Injury-Product Liability	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 159 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 634 Personal Injury-Product Liability	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 160 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 361 Personal Injury-Product Liability	<input type="checkbox"/> 635 Personal Injury-Product Liability	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 751 Family and Medical Leave Act
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 161 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 636 Personal Injury-Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 162 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 363 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 637 American with Disabilities-Employment	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 364 Personal Injury Product Liability	<input type="checkbox"/> 638 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 445 American with Disabilities-Employment
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 365 Personal Injury Product Liability	<input type="checkbox"/> 639 Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 446 American with Disabilities-Other
<input type="checkbox"/> 250 Personal Injury Product Liability	<input type="checkbox"/> 260 Torts to Land	<input type="checkbox"/> 366 Education	<input type="checkbox"/> 640 Education	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 448 Education

FOR OFFICE USE ONLY:

Case Number:

**SACV14-00535 JLS (Anx)**

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CIVIL COVER SHEET

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>Question A: Was this case removed from state court?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	STATE CASE WAS PENDING IN THE COUNTY OF:	
	<input type="checkbox"/> Los Angeles	INITIAL DIVISION IN CACD IS: Western
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

<b>Question B: Is the United States, or one of its agencies or employees, a party to this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If the United States, or one of its agencies or employees, is a party, is it:		
	A PLAINTIFF?  Then check the box below for the county in which the majority of DEFENDANTS reside.	A DEFENDANT?  Then check the box below for the county in which the majority of PLAINTIFFS reside.	
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

<b>Question C: Location of plaintiffs, defendants, and claims?</b> (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>C.1. Is either of the following true? If so, check the one that applies:</b>  <input type="checkbox"/> 2 or more answers in Column C <input checked="" type="checkbox"/> only 1 answer in Column C and no answers in Column D  Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. 	<b>C.2. Is either of the following true? If so, check the one that applies:</b>  <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C  Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. 
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

<b>Question D: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: 	SOUTHERN DIVISION

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**IX(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  NO  YES

If yes, list case number(s): SEE ATTACHMENT A

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY  
(OR SELF-REPRESENTED LITIGANT):** FRANK M. PITRE



DATE: April 7, 2014

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

# **ATTACHMENT A**

<b>No.</b>	<b>Case Name</b>	<b>Case Number</b>	<b>Court</b>	<b>District Judge</b>
1.	<i>Chris Shollenberger v. General Motors, LLC</i>	2:14-cv-00582	M.D. Pennsylvania	Hon. Yvette Kane
2.	<i>Sylvia Benton v. General Motors, LLC</i>	5:14-cv-00590	C.D. California	Hon. James V. Selna
3.	<i>Devora Kelley v. General Motors Company</i>	8:14-cv-00465	C.D. California	Hon. James V. Selna
4.	<i>Galdina Maciel, Daniel Cortez, Cindy Wase, Zachary Dewitt, Roberta Cheraso, Demetrius Smith, Jenee Byrd, Ashuhan Leyva, Jim Gresik, Barbara Ellis Steele, Maria Raygoza, Barbara Gray, and Michelle Bennett v. General Motors, LLC</i>	3:14-cv-01339	N.D. California	Hon. Jeffrey S. White
5.	<i>Peggy Sue Jones v. General Motors, LLC</i>	4:14-cv-11197	E.D. Michigan	Hon. Gerswin A. Drain
6.	<i>Charles Silvas and Grace Silvas v. General Motors, LLC</i>	2:14-cv-00089	S.D. Texas	Hon. Nelva Gonzales Ramos
7.	<i>Adman Jawad v. General Motors, LLC</i>	4:14-cv-11151	E.D. Michigan	Hon. Mark A. Goldsmith
8.	<i>Katie Michelle McConnell v. General Motors, LLC</i>	8:14-cv-00424	C.D. California	Hon. James V. Selna
9.	<i>Rudy Woodward v. General Motors, LLC, Don McCue Chevrolet, Inc.</i>	1:14-cv-01877	N.D. Illinois	Hon. Ronald A. Guzman
10.	<i>Daryl Brandt and Maria Brandt v. General Motors, LLC</i>	2:14-cv-00079	S.D. Texas	Hon. Nelva Gonzales Ramos
11.	<i>Teleso Satele and Carlota Onofre v. General Motors, LLC</i>	8:14-cv-00485	C.D. California	Hon. Consuelo B. Marshall

<b>No.</b>	<b>Case Name</b>	<b>Case Number</b>	<b>Court</b>	<b>District Judge</b>
12.	<i>Martin Ponce v. General Motors, LLC</i>	2:14-cv-02161	C.D. California	Hon. John F. Walter
13.	<i>Nicole Heuler v. General Motors, LLC</i>	8:14-cv-00492	C.D. California	Hon. Andrew J. Guilford
14.	<i>Esperanza Ramirez, Penny Brooks, Stephanie Renee Carden, Melissa Cave, Diana Cnossen, Kim Genovese, Dianne Huff, Garrett S. Manicieri, Judy Murray, Judy Pickens, Linda Wright and Robert Wyman v. General Motors LLC, General Motors Holding, LLC, Delphi Automotive PLC, DPH-DAS LLC fka Delphi Automotive Systems, LLC</i>	2:14-cv-02344	C.D. California	Hon. Aubrey B. Collins
15.	<i>Daniel Ratzlaff v. General Motors, LLC</i>	2:14-cv-02424	C.D. California	Hon. Aubrey B. Collins
16.	<i>Dianne Ashworth, Karen Moore, David Dean, Sandra De Atley, Paul Glantz, Cathy Roads, Moraima Serpa and Steven Anderson v. General Motors, LLC</i>	2:14-cv-00607	N.D. Alabama	Hon. John H England, III
17.	<i>Tammie Balls and Jeffery A. Balls v. General Motors LLC</i>	2:14-cv-02475	C.D. California	Hon. Philip S. Gutierrez
18.	<i>Janice Ross, George Chambers and Robert Bellin v. General Motors LLC, General Motors Holding, LLC, Delphi Automotive PLC and DPH-DAS LLC</i>	1:14-CV-02148	E.D. New York	Unassigned

<b>No.</b>	<b>Case Name</b>	<b>Case Number</b>	<b>Court</b>	<b>District Judge</b>
19.	<i>Elizabeth Y. Grumet, ABC Flooring, Inc., Marcus Sullivan, Katelyn Saxson, Amy C. Clinton and Allison C. Clinton v. General Motors LLC</i>	3:14-cv-00713	S.D. California	Hon. Jeffrey T. Miller
20.	<i>Andre Hamid v. General Motors, LLC</i>	1:14-cv-00953	D. Colorado	Hon. Robert E. Blackburn
21.	<i>Kyle Phillip, Evelyn Torres and Kelly Kirkpatrick v. General Motors, LLC</i>	3:14-cv-08053	D. Arizona	Hon. David G Campbell
22.	<i>Sara Robinson, John Helcl, Richard Lewis and Denise Peterson v. General Motors LLC and Delphi Automotive PLC</i>	2:14-cv-02510	C.D. California	Hon. Otis D. Wright, II

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Josephine L. Staton and to  
Magistrate Judge Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

SACV14-00535 JLS (ANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the assigned Magistrate Judge has been designated to hear discovery-related motions. All discovery-related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

April 7, 2014

Date

By A. Gonzalez

Deputy Clerk

ATTENTION

*A copy of this Notice must be served on all parties served with the Summons and Complaint (or, in cases removed from state court, on all parties served with the Notice of Removal) by the party who filed the Complaint (or Notice of Removal).*